

No. 10688

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United States  
Circuit Court of Appeals

For the Ninth Circuit.

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NATIONAL LABOR RELATIONS BOARD,  
Petitioner,  
vs.  
GILFILLAN BROS., INC.,  
Respondent.

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Transcript of Record  
In Two Volumes  
VOLUME II  
Pages 343 to 627

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Upon Petition for Enforcement of an Order of the  
National Labor Relations Board

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Upon Petition for Enforcement of an Order of the  
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OSWALD LUNDBERG

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Esterman:

Q. Your name and address, please?

A. Oswald Lundberg; 634 West 101 Street.

Q. You will have to talk up so they can hear you over there.

Mr. Nourse: Talk to my hat back there, and then the reporter can hear you and I can, too; not through it but to it.

Q. (By Mr. Esterman): You are employed by Gilfillan Bros. Inc.?      A. Yes.

Q. How long have you worked for this company?      A. Since May 14, 1927.

Q. Has that been continuously?      A. No.

Q. Will you indicate what breaks there were, just briefly?

A. For a three month period, I believe, let's see, in 1931 at U. S. Motors, I worked at U. S. Motors at that time.

Trial Examiner Schneider: I didn't quite understand that. Did you say you were employed first in 1937?

The Witness: 1927. [622]

Trial Examiner Schneider: I beg your pardon.

The Witness: And I worked at a restaurant supply house for about six weeks, that was in one of the slack periods, I don't know just when that was, in '33, I think.

(Testimony of Oswald Lundberg.)

Q. (By Mr. Esterman): Were there any other breaks in your employment with Gilfillan?

A. No.

Q. You have mentioned the only two?

A. Yes.

Q. And other than those periods, then, you have been employed continuously by Gilfillan Bros.?

A. Yes.

Q. Calling your attention to the month of April, 1942, what work were you doing for the company at that time?      A. April, 1942?

Q. That's right.

A. I was working on milling machines.

Q. In what capacity?

A. I was just an operator.

Q. Did you continue to be an operator; did your status change?

A. In around the 1st of May, 1942 I was appointed leadman.

Trial Examiner Schneider: The date?

The Witness: It was in May; I don't recollect the date.

Mr. Nourse: '42 or '43? [623]

The Witness: '42.

Q. (By Mr. Esterman): Appointed by whom?

A. Mr. Cramer.

Trial Examiner Schneider: Mr. Cramer?

The Witness: Yes, sir.

Q. (By Mr. Esterman): What were your duties then?

(Testimony of Oswald Lundberg.)

A. Set up machines and show operators how to run the machines.

Q. Did you supervise the work of any other men?

A. Other than milling machine operators?

Q. I mean on milling machines.

A. Supervise the work on milling machines, yes.

Q. How many men did you supervise?

A. I would say about six.

Q. When you were appointed leadman by Mr. Cramer do you recall what he said to you when he appointed you?

A. No, I don't recall the exact words that he said, no.

Q. Did he use the word "leadman"?

A. Yes, sir.

Q. Did he use the word foreman?

A. Leadman.

Q. Did he use the word foreman?

A. No, sir.

Q. You recollect that?

A. As far as I know he said leadman. I wouldn't say fore- [624] man.

Q. Did you have any girls working under your supervision at that time?

A. Yes, sir.

Q. What did they do?

A. Run hand mills.

Q. And how many of them were there, girls, I mean?

A. Two to three. Usually would come in on the afternoon shift.

Q. Were they regular employees, that is, with

(Testimony of Oswald Lundberg.)

respect to the hand mills, or did they come from some other part of the operation?

A. They come from the burr department, burr bench.

Q. Was this extra help that you would get from time to time as you needed it? A. Yes, sir.

Q. I am speaking of the girls. A. Yes.

Q. The men who worked on the milling machines, and I take it those were power machines, were regular milling machine operators?

A. Yes, sir.

Q. How many machines, milling machines, were there in operation on about May 1 last year?

A. Was that power machines? [625]

Q. Yes.

Trial Examiner Schneider: Excuse me, Mr. Esterman. You are referring to the time at or after he became leadman?

Mr. Esterman: Yes.

The Witness: I would say six machines.

Q. (By Mr. Esterman): You are not including hand mills, then?

A. No, sir. I am including three Cincinnati machines, one Brown & Sharp, Kemp-Smith and Kent-Owens hydraulic mill.

Q. There were how many hand mills, if you know? A. Four.

Q. Now, this was on what shift, please, when you were in charge, or supervised?

A. Day shift.

Q. What hours?

(Testimony of Oswald Lundberg.)

A. 6:00 to 6:00; 6:00 a. m. to 6:00 p. m.

Q. Do you know who was in charge of the mills on the night shift at that time?

A. On the night shift?

Q. Yes.

Mr. Nourse: So I won't have to keep objecting, if you are going to say "in charge"—the witness answers "in charge," I have got to keep objecting. There is no evidence here that he was in charge, in the sense that he was the foreman, or the company delegated man that had power to speak for [626] the company, other than to do the very thing he says he did, that he set up the machine, and that he oversaw the work of certain people on there. If, by your questions, you are putting words into this witness' mouth I am going to have to keep objecting.

Mr. Esterman: I certainly am not putting words in his mouth. Withdraw that question.

Q. (By Mr. Esterman): Is there any distinction in your mind between leadman and foreman? Do you understand they mean the same thing or different things?

A. I would say leadman is a man who sets up machines, and has supervision over those machines. We haven't been informed that we were foremen, so I wouldn't know just how to interpret foreman.

Q. You say that is a leadman, but you don't know what a foreman is?

A. A foreman—the way I get it—has charge of the whole shop, shop foreman.

(Testimony of Oswald Lundberg.)

Q. Did you ever think that you were a foreman?

A. No, sir.

Q. Did you ever tell anybody you were a foreman?

A. No, sir.

Q. Who had the job corresponding to yours on the night shift, the same machines?

A. James Clark. [627]

Q. And I mean, of course, at that time.

A. Yes.

Q. Now, at that time there were three shifts, were there not?

A. That is right.

Q. That is, the day and night, and the swing shift—is that what it was called?

A. Yes.

Q. Who had the corresponding job, that is, corresponding to yours, on the other swing, third shift?

Mr. Nourse: Swing shift?

Mr. Esterman: Swing shift.

The Witness: There wasn't a leadman on the swing shift, to my knowledge; that was up to Jim Clark and I see that there was enough work for the swing shift, left on the machine, on the swing shift, to go through. There was no leadman that I can recollect.

Q. (By Mr. Esterman): Now, how long did you continue in that capacity, the one we have been discussing?

A. Until about three months ago.

Q. That would be around the 1st of April, 1943, would it not?

A. Yes.

Q. Who took your place?



(Testimony of Oswald Lundberg.)

A. Jim Clark. [628]

Q. And what have you been doing since that time?

A. I worked on a turret lathe about six weeks, and I am working on an automatic screw machine now.

Q. Do you have any employees under you?

A. No, sir.

Q. You haven't had any since the time that Jim Clark took your job, is that right?

A. No, sir.

Q. That is correct, isn't it?

A. That is right.

Q. Now, you are a member of the E.M.A., are you?

A. Yes, sir.

Q. And when did you become a member?

A. Around 1938; it was in '38 or '39.

Q. Have you paid dues to the E.M.A.?

A. Yes, sir.

Q. Did you pay dues in May?

A. Yes, sir.

Mr. Nourse: What materiality is this, sir?

Mr. Esterman: You will find out, counsel.

Mr. Nourse: I think it is entirely immaterial to any [629] issue here, whether he paid dues to the E.M.A. or not.

Mr. Esterman: I don't want to discuss this witness' testimony before I finish with it. I prefer not to answer that question until a little bit later.

Mr. Nourse: I object to the evidence, it is entirely immaterial to any issue here. [630]

(Testimony of Oswald Lundberg.)

Trial Examiner Schneider: These are foundation questions?

Mr. Esterman: Well, this last question might be so considered, yes, because the ultimate fact, I don't think, is of any consequence. We can call it a preliminary question, yes.

Trial Examiner Schneider: On your statement I will permit the witness to answer now, subject to a later motion to strike.

Q. (By Mr. Esterman): Have you paid dues every month this year? A. Yes, sir.

Q. To the E.M.A.? A. Yes, sir.

Mr. Esterman: This witness seems a little uncertain about some matters, and I propose to refresh his recollection by calling his attention to prior statements made on subjects I have already examined him on. I am showing counsel a copy of the statement I propose to show him.

Mr. Nourse: Do you want to look at it with me, Mr. Wilson? We will save time.

Mr. Wilson: Yes. [631]

Trial Examiner Schneider: We will take a short recess while Mr. Nourse and Mr. Wilson are examining the document referred to by Mr. Esterman.

(A short recess taken.)

Trial Examiner Schneider: The hearing will be in order.

Mr. Esterman: Will you mark this for identification as Board's Exhibit next in order?

(Thereupon, the document referred to was marked as Board's Exhibit No. 9, for identification.)



(Testimony of Oswald Lundberg.)

Mr. Nourse: I am going to move right now, before you offer that, to strike the testimony of this witness as to the payment of dues by this witness covering the period from January 1st to date, of this year. I don't see he has connected it up with anything that is preliminary to anything. You can't set up a straw man and knock him down by this statement, even if this statement said otherwise.

[632]

Trial Examiner Schneider: The issue in this case raised by the Board's complaint and the respondent's answer is partly whether or not certain employees are supervisory. Whether you call them leadmen, foremen, superintendents, or vice-presidents is of no materiality; the question is whether or not they are supervisory employees. Therefore, evidence of specific facts relating to whether they are or are not supervisory employees is relevant and material. [634]

Trial Examiner Schneider: With respect to your motion [635] to strike, is it your contention, Mr. Esterman, that the fact that Mr. Lundberg paid dues to the E.M.A. after he had ceased to be a leadman is nevertheless evidence of supervisory participation in the affairs of a labor organization?

Mr. Esterman: No.

Trial Examiner Schneider: In such case I will strike the testimony of the witness as to any dues payments he made to the E.M.A. after he ceased to be a leadman.

(Testimony of Oswald Lundberg.)

Mr. Esterman: According to his testimony that would be after the first of April, 1943, or thereabouts.

Trial Examiner Schneider: I am assuming in making that ruling that your contention is that up until the time Mr. Lundberg ceased to be a leadman he was a supervisory employee.

Mr. Esterman: Indeed it is, yes.

Trial Examiner Schneider: Very well.

Mr. Esterman: I might add, if it enlightens counsel on my theory of the case, that in my view it must be determined from the whole record whether these people spoke for the company or not. Labeling a man doesn't determine his status for the Board's purposes, and the company can't hide behind a designation or a title. The question is what does the man do and what do the other people understand him to be. I conceive those are relevant and pertinent matters. [636]

Q. (By Mr. Esterman): I show you, Mr. Witness, a statement consisting of five pages and ask you if this is your signature on the last page with the date April 9, 1943? A. Yes, sir.

Q. I show you an exact carbon copy thereof which has been identified as Board's Exhibit 9, and call your particular attention to—would you prefer to read it through before I discuss it with you?

A. No, that is O.K.

Q. In the middle of the first page, and ask you if this refreshes your recollection as to what you were

(Testimony of Oswald Lundberg.)

appointed to sometime in April, 1942? Does that help you remember?

A. Well, I probably did say "foreman."

Q. You did say "foreman," didn't you, in this statement? A. Yes, sir.

Q. What was your understanding at the time you made this statement with reference to the word "foreman"? What did you mean to convey by that?

A. Leadman.

Q. What did you mean to convey by the word "forman"? Do you mean you used the word "foreman" to mean leadman? A. Yes, sir.

Q. Did you use the word "leadman" anywhere in this statement? [638]

A. I don't remember.

Mr. Nourse: The statement speaks for itself, and if he hasn't even read it I don't think that is a fair question.

Mr. Esterman: We will withdraw it.

Q. (By Mr. Esterman): At the time you made this statement did you also think of yourself as a leadman as well as a foreman?

Mr. Nourse: That question is not a fair question, and it assumes facts not in evidence whether he has thought himself as a foreman or leadman. He never testified that he thought of himself as a foreman.

Mr. Esterman: We will withdraw the question.

Q. (By Mr. Esterman): Look at the top of Page 2, please, and I ask you if that refreshes your recollection as to Mr. Clark's capacity on the night shift over the mills?

(Testimony of Oswald Lundberg.)

A. Yes, sir, that's right.

Q. Which is right? You said he was the foreman, didn't you?

A. Yes, sir, I did. I am referring to my statement here that I did say he was a foreman.

Q. Didn't you mean what you said in the statement? A. I signed it. I must have.

Q. Well, you can tell me whether you meant it or not, can't you? A. Yes, sir, I did. [639]

Q. Now, after looking at the statement, you recall that on April 9, the date you signed it, according to your testimony, you referred to yourself as a foreman, in April, 1942; [640] later, in April, 1942. Now, is there any difference in your mind, after looking at that, between the words foreman and leadman?

A. Well, there is no difference in my mind according to my statement there, but my thoughts are leadman is a man that sets up machines and sees they are run right; and a foreman is the man that has charge of the shop, as I see it.

Q. Yes. Is that the way you saw it on April 9?

A. No, I probably said foreman.

Q. Have you changed your mind since April 9th? That is what I am trying to find out.

Mr. Nourse: You mean as to whether he is a foreman or leadman?

Trial Examiner Schneider: Whether he was?

Mr. Esterman: Yes.

Q. (By Mr. Esterman): Have you changed your mind or not, whether that is right?

(Testimony of Oswald Lundberg.)

A. I know what I was. I was a leadman.

Q. I am not suggesting that you are misrepresenting, I am trying to find out what you thought at that time and whether you have changed your mind. Have you changed your mind since you signed this statement, as to what your status was?

A. Have I changed my mind I wasn't a leadman, is that the question?

Q. No. You stated, on April 9, that you were a foreman. [641] And I gather from what you have told us here the last few minutes that you distinguish between the leadman and the foreman. You don't think they are the same thing?

A. No, sir.

Q. All right. Now, today you told us you were a leadman. A. That is right.

Q. Have you changed your mind since April 9th as to what you were in April, 1942?

A. I was instructed that I would be a leadman on milling machines. If, in this statement, I said "foreman," I was wrong there, as far as foreman is concerned.

Q. You mean you didn't intend to use the word "foreman"? A. No, I did not.

Q. Will you explain how it got in there then?

A. Well, I think there is—in this statement I think there is a paragraph stating that leadmen will get 15c more an hour more than men under them. Is that right?

Q. Yes, there is, on Page 1.



(Testimony of Oswald Lundberg.)

A. That was why I was instructed I was a leadman.

Q. You don't think you were a foreman in April, 1942? A. No, sir.

Q. You still think there is a difference between a foreman and a leadman? A. Yes, sir. [642]

Q. Now, have you collected dues in the shop on behalf of the E.M.A. at any time?

A. I haven't collected the dues from person to person, no.

Q. But you have handled the dues, have you not, from Mr. Bucknell and turned them over to Mr. Pfleger, the secretary—or treasurer of the E.M.A.? You have, at various times, done [643] that, have you not?

A. I turned them over to Mr. Stegner.

Q. Stegner. A. That is right.

Q. I beg your pardon. For how long a period have you been doing that?

A. I would say a year or so, probably.

Q. As a matter of fact, you were president of the E.M.A., were you not, from sometime in 1941 until about the 1st of April, 1942?

A. That is right.

Q. Are you acting on any committees at this time? No, sir.

Q. Have you acted on any committees of the E.M.A. in the last year? A. No, sir.

Q. Now, have you any knowledge of Mr. Bucknell's dues collections on behalf of the E.M.A.?

A. No, sir.

(Testimony of Oswald Lundberg.)

Q. Do you know whether he collects dues for the E.M.A. or not?

A. He does collect dues, I know he does collect dues for the E.M.A. At the time he collected them he handed them to me in a sealed envelope, and I handed them to Mr. Stegner.

Q. Do you know if he did that at someone's request or not? [644]

A. No, I don't.

Q. Do you know whether anyone told him to do it?

A. No, sir.

Cross Examination

Q. (By Mr. Nourse) Referring to Board's Exhibit No. 9, which is your statement, Mr. Lundberg, prior to that statement you had an interview with Mr. Ogran of the National Labor Relations Board, had you not, talked with you?

A. Yes. [645]

Q. (By Mr. Nourse) Did you have any discussions with Mr. Ogran as to any distinction between a leadman and a foreman?

A. No.

Q. Did he ask you whether or not you were a foreman?

A. To be truthful, I don't remember.

Q. All right. Now, when you read this statement, with the word foreman in it, and signed it, did it come to your mind that there was any attempt made to show you as the head of the shop, by the word "foreman"?

A. No, sir.

Q. Having any other duties other than that of a leadman in the shop?

A. No, sir.

Q. And you read it through for the substance of

(Testimony of Oswald Lundberg.)

the statement as to the facts in there, and not as to terms used, when you signed it?

A. That is right.

Mr. Esterman: I am going to object to that. He read it through. He said he read it through. If counsel is going to qualify that, I would like to have him show me how he can. He read it through.

Mr. Nourse: What he had in mind when he read it through. [646]

Mr. Esterman: Let him ask him that. Let him not suggest to him what he read it through for. I am simply objecting to counsel testifying. If he wants to find out whether the man sent it in with reservations, or something of that sort, let him ask. I object to his making suggestions to the witness or summing up his testimony or counsel testifying for him. Even if that were a fact I don't see where it is material. It is his statement. He signed it. He read it and he mailed it in.

Mr. Nourse: Have you finished?

Mr. Esterman: Yes.

Mr. Nourse: I think it makes quite a difference in what the man had in mind when he read the thing. Did he have in mind reading the statement for facts or the definition of terms; otherwise it would be quite a tricky statement.

I will reframe the question.

Q. (By Mr. Nourse) Did you have, at the time this statement was signed and at all times while you were acting as set-up man, or doing the duties you have described, have a foreman on the day shift?

A. Yes, sir.



(Testimony of Oswald Lundberg.)

Q. Who was that? [647]

A. Mr. Kramer.

Q. What was Mr. Whittet?

A. Mr. Whittet was the foreman, Mr. Kramer was the superintendent.

Q. The superintendent——

A. That is right.

Q. ——on the day shift?

A. That is right.

Q. What were you known as then in the shop?  
What were you called among the men?

A. Leadman.

Q. Were you ever called foreman?

A. Not that I know of, no.

Q. Did you believe that Mr. Ogran, when he used the word “foreman” in the statement he mailed out to you( intended to designate you as someone having the duties such as Mr. Whittet or Mr. Kramer?  
A. No.

Q. Or to designate you other than one having the duties you described to him?

A. That is right.

Q. And the facts you gave him as to what you did and as to things that had been said to you, and what you had done, in this statement, were true and are true, to the best of your knowledge? [648]

A. Yes, sir.

Q. Well, was this a transcript of just what you said, or was this merely a resume which was written up, by Mr. Ogran, as the substance of your statement?  
A. It was a resume.

(Testimony of Oswald Lundberg.)

Q. Now, was there a foreman also on the night shift there? A. Yes.

Q. Who was that? A. Walters.

Q. What does the foreman do?

A. The foreman has charge of the shop, of the complete shop; he has charge of the turret lathes, the drill presses, the buffers, and the automatics.

Q. Does he come around and oversee the work that you do? A. That's right, he does.

Q. And other set-up men? I am going to keep away from this controversial word. Other set-up men? A. Yes, sir.

Q. And overlook the work that the people on the machines are doing? A. Yes, sir.

Q. And is this foreman the one to whom people on whose machines you are setting up are referred in case they have any question to raise as to wages or anything like that? A. That's right. [649]

Q. And if a man wants to get off during a shift, does he see you or does he see the foreman?

A. He usually sees his leadman and then the foreman.

Q. In other words, he says to you—what does he say to you?

A. Well, probably a man wants off in the afternoon, he says he is going to see the foreman, he tells the leadman that he is going to see the foreman and have the afternoon off.

Q. That is, he explains to you why he is leaving his machine? A. That's right.

Q. Why did you take these dues in a sealed envelope and deliver them from one man to another?

(Testimony of Oswald Lundberg.)

A. Because we come in at six o'clock in the morning, and Mr. Bucknell leaves at six, and Mr. Stegner doesn't come in until eight o'clock in the morning, so I would take the dues from Mr. Bucknell and give them to Mr. Stegner so that Mr. Bucknell could contact Mr. Stegner.

Q. If you have an experienced man—you are on what? Milling machines? A. That's right.

Q. If you have an experienced milling machine operator on your shift who is able to set up his tools and set up the job, what do you do as to him? [650]

A. Well, you usually hand an experienced man the print, the next job that is supposed to go on the machine, and he sets it up accordingly. You oversee it; that is the leadman's job to see that it is done right.

Q. In other words, when he is through you come back to see that his tools are set up right and watch a piece go through?

A. Check the piece that goes through.

Q. As to others, what do you do, those that are not so experienced and able to set up?

A. Well, you set up their machines and check their machines three or four times in a day, that is our job.

Q. What does setting up consist of on a milling machine?

A. That means—well, to take the set-up off the machine, that is the present set-up that you have on the machine, and put on your new set-up. There is all kinds of different set-ups. I wouldn't know

(Testimony of Oswald Lundberg.)

just how to explain that. Usually put the vise on the machine and change your cutters on it, your arbors and the speeds and feeds, and your spindle feeds.

Q. Do you have anything to do with blueprints in doing that?      A. Yes.

Q. Just consider that the Examiner doesn't know anything more about it than I do, and as if you were going to tell somebody; you are sitting down talking to a Charley White, or somebody, and telling him what you do in the plant; just [651] forget you are on the witness stand, get into this thing.

A. In regards to setting up a machine?

Q. Yes.

A. Well, first you take the present set-up off the machine, and you go and get your blueprint and the material you are going to run, and you decide what is the best way to make your set-up for the most production on that print, and you probably need to change your cutters on the machine that is on the spindle, and you have to change your speeds and feeds for your spindle, and your table on your machine. A mill has a flat table where you mount your fixture on the table to hold your parts, whatever you are cutting. That's about the best I can explain it.

Q. An experienced mill hand, he does all those things himself?      A. That's right. [652]

Q. And with the inexperienced, those who come there who haven't the ability to do that, the set-up man does it for them?

(Testimony of Oswald Lundberg.)

A. He sets up the machine and shows the operator how to operate the machine, how to put his parts in the vise or whatever it may be, and he shows them what lever to pull.

Q. By "parts" you meant he material to be milled?  
A. The material to be milled.

Q. What parts to pull?

A. What levers to pull and what buttons to push. That is all there is to it.

Q. In other words, the inexperienced man then, as I take it, after you set up the machine, puts in the piece to be milled, and pushes the button, or pulls a lever, and then takes that piece out and replaces it?  
A. That's right.

Q. You say there was no set-up man on the swing shift?  
A. No, there wasn't.

Q. So that if the swing shift was following your shift you would set up—have all the machines set and the material set out so inexperienced operators would go right through the shift without any *any* over them?

A. We would try to have all the machines set up for the swing shift, and that is what they did, the swing shift come in and the men run their own machines. There was some men on [653] the shift that was more experienced than others, and we would tell them how to run the machines, and they would help the less experienced men.

Q. But they had no set-up man to go by and overlook their work at all?

A. Not to my knowledge, no.



(Testimony of Oswald Lundberg.)

Q. I mean no one known as a set-up man or leadman? A. No, sir.

Q. During the time you were president of the union what position did you fill?

A. I was milling machine operator. [654]

#### Redirect Examination

Q. (By Mr. Esterman) Calling your attention to Board's Exhibit 9, for identification, and referring specifically, to the sixth line from the bottom of the page on Page 1, quote, "I did not have any time for production work"; what did you mean by that?

A. That it took all my time to set up the machines and keep checking the machines and seeing that the parts come out right.

Q. So that you didn't have any time to do the actual work on the machines yourself?

A. No, I didn't operate a machine, no, sir.

Q. Now calling your attention to Page 3, the paragraph beginning, "While I have been foreman over the mills, I have [655] been very careful not to talk in favor of the E.M.A. or against the C.I.O. or the A.F. of L.," and continuing.

A. That's right.

Q. Will you look at that paragraph, please?

A. Yes.

Q. And tell me if that was the subject of any conversation between you and Mr. Ogran; that is, did Mr. Ogran discuss this with you?

A. Yes, sir.

(Testimony of Oswald Lundberg.)

Q. And I take it he asked you whether or not you did any talking for or against the unions?

A. Yes.

Q. And you told him no? A. That's right.

Q. And did you have any understanding as to why those questions were asked you?

A. No, sir.

Q. So you don't attach any significance or meaning to that paragraph, then, do you?

Mr. Nourse: I don't think that necessarily follows, and it assumes facts not in evidence at all.

Mr. Esterman: Strike that.

Q. (By Mr. Esterman) You were careful not to talk about the unions, E.M.A. or the C.I.O. or the A.F. of L., were you not? [656]

A. While I was foreman—or leadman, yes, sir.

Q. You were very careful weren't you?

A. Yes, sir.

Q. Why?

A. Well, there was a bulletin placed on the board that no leadman or foreman or anyone—a company man, in other words, was allowed to hold any office in the E.M.A., that is why I was so careful not to instruct anyone as their beliefs in E.M.A. or C.I.O. or A.F. of L.

Q. Where did you think you fitted in that notice? What did you think your position was then?

A. Well, I was a leadman, I was not allowed to—as far as I know I wasn't allowed to instruct anyone to go to E.M.A. meetings or A.F. of L. meetings or C.I.O. meetings. [657]

(Testimony of Oswald Lundberg.)

Recross Examination

Q. (By Mr. Nourse) I show you this instrument which is marked Respondent's Exhibit 10 and ask you if that is the letter you saw on the board which you referred to in your [658] testimony? A. That's right, it is.

Mr. Nourse: I offer it in evidence.

Mr. Esterman: No objection.

Mr. Wilson: No objection.

Trial Examiner Schneider: There being no objection, it may be received.

(Thereupon, the document heretofore marked Respondent's Exhibit No. 10 for identification, was received in evidence.)

RESPONDENT'S EXHIBIT No. 10

November 11, 1941

Mr. Kenneth Cameron

National Labor Relations Board

Twenty-First Region

U. S. Post Office and Courthouse

Los Angeles, California

Dear Mr. Cameron:

In answer to your letter of November 7, 1941, please be advised that this company agrees:

1) That it will instruct its foremen and lead men not to accept places on committees of labor organizations having members in the employ of Gilfillan Bros. Inc., and not to influence the employees with respect to union affiliations in any other manner;



(Testimony of Oswald Lundberg.)

2) That it will not in many manner dominate or interfere with the administration of the Employees Mutual Association or any other labor organization having members among its employees;

3) That it will post a copy of this letter in a conspicuous place in this establishment for a period of sixty days.

Very truly yours,

GILFILLAN BROS. INC.

S. W. Gilfillan, President

SWG:IT

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Mr. Nourse: If the Examiner would like to save encumbering the record with this, we could stipulate that the witness has been shown an exact copy of the letter of November 11 as set forth in the stipulation in the record, either way.

Mr. Esterman: That is quite all right with me.

Mr. Nourse: That is the stipulation concerning the charge in Board's proceeding 1720, the stipulation we have, and the letter is set out in full there.

Trial Examiner Schneider: Very well. Proceed, Mr. Nourse.

Mr. Nourse: I have no further questions.

Trial Examiner Schneider: Mr. Lundberg, when did you become president of the E.M.A.

The Witness: In 1941, May, I think. [659]

Trial Examiner Schneider: May, 1941?

The Witness: Yes.

Trial Examiner Schneider: That is your best recollection?

(Testimony of Oswald Lundberg.)

The Witness: Yes.

Trial Examiner Schneider: Then you remained president until——

The Witness: Around April 1, 1942.

Trial Examiner Schneider: With respect to Board's Exhibit 9 I will admit all of the exhibit into evidence with the exception of the following portions:

On Page 2, the last paragraph, it is stated as follows quote, "An EMA committee was formed to write a contract and this was approved by the management and the E.M.A. in about May of that year," unquote.

And with the further exception of the second sentence following thereafter, quote, "I was elected president of the E.M.A. shortly after the 1941 contract was signed, and I remained as president until the end of March, 1943," unquote.

Off the record.

(A discussion was had off the record.)

Trial Examiner Schneider: On the record.

With those exceptions, Board's Exhibit 9 is admitted into evidence. [660]

(Thereupon, the document heretofore marked Board's Exhibit 9 for identification, was received in evidence.) [661]

(Testimony of Oswald Lundberg.)

BOARD'S EXHIBIT No. 9

Statement of Oswald Roy ("Red") Lundberg  
634 West 101st Street, Los Angeles, Calif.  
Phone: Twin Oaks 4862

I, Oswald Lundberg, after being duly sworn, voluntarily depose and say:

That I am 33 years of age, married and have one child, and I reside at the above address. I worked for Gilfillan Bros. Inc. at that company's 1815 Venice Blvd. Los Angeles plant on or about May 14, 1927, and I have worked at this plant continuously since except for two slack seasons; the first of these, I think, in 1933, when I worked for U. S. Motors for a couple of months and the second was in about 1934 when I worked for a restaurant supply house for about a month.

When I started working at Gilfillan's, I was a worker on the foot presser on ignition parts. In 1929 for about 8 months I supervised about six girls in the Gilfillan coil department, and after that I was an assembly employee working with the Breting Radio at this plant. The only other supervisory jobs which I have held began late in April of 1942 when I became milling machine foreman over the day crew. I supervised six steady men on the Cincinnati and Brown and Sharp and Kemp-smith Mills and usually two girls on the hand mills. (There were sometimes more than two and sometimes fewer than that; these girls were from the drill presses and the burr bench department.) I

(Testimony of Oswald Lundberg.)

did not have authority to fire on my own but I did have authority to recommend the discharge of employees and I could go to other departments to get specific individuals to work for a short period on the mills. All my time was taken up with supervising and setting up the 10 machines which there were altogether, and so, of course, I did not have any time for production work. My wages now are \$1.28 per hour and I believe that I received at least \$1 per hour all the time that I worked as milling machine foreman. (The E.M.A. contract with the company calls for leadmen to receive at least 15c an hour more than the next highest paid man in the department and I am sure that my wage rate was at least 15c higher than that of the next man under me.) Jim Clark worked the night shift as foreman over the mills during this period and Roy Johnson, the E.M.A. president, took care of the foreman's duties on another shift which ran for about 4 months in this period. My understanding is that he was not classified as a foreman; I am not positive of this, however. I was transferred to the turret lathe as an operator on about March 29, 1943, and Jim Clark took over my foreman's job on the mills at that time. Acceptance of this lathe job was made optional with me, and I took it for the experience. There was no reduction in wages. I am not supervising any other employees at present, however. Ray Tribe is my immediate foreman now on the lathe.

I joined the E.M.A. at the time that Miller and

(Testimony of Oswald Lundberg.)

Hill were officers of the organization—during 1937 or 1938. However, I was not active at that time. I was in the refrigeration department. The E.M.A. was active primarily among the radio employees. Ivar Thorstenson succeeded Miller as chairman of the organization. During the period that Thorstenson was chairman, I continued to pay dues as did some of the other employees. I did attend a few meetings of the organization during that period. The E.M.A. was relatively inactive at that time but was not completely dormant. The fire which took place at the plant on about the 30th of November 1940 knocked everything out and the E.M.A. along with it.

The E.M.A. revived in about March of 1941. I think that Al Zapf was vice president and acting as chairman during the initial period in this phase of the organization's development. [Note in margin]: The stricken parts are not in evidence. See Tr. p. 660. ~~An E.M.A. committee was formed to write a contract and this was approved by the management and the E.M.A. in about May of that year. Either the CIO or the AFL was distributing pamphlets at the plant at that time. I was elected president of the E. M. A. shortly after the 1941 contract was signed and I remained as president until the end of March 1942. I resigned at this latter date because I had seen an official notice which was posted on the bulletin board to the effect that no leadman or foreman would be allowed to~~



(Testimony of Oswald Lundberg.)

hold any office in the E.M.A. Up until the time I resigned I had been taking care of some of the milling machines but there were only three of them during this period and I resigned at the time that several new machines were added and I was given the foreman's classification. Since my resignation as president of the E.M.A. I have not served on any of the committees but I still belong to the organization and attend some of its meetings. Mr. Bucknell, the tool crib attendant on the night shift, collects dues for the E.M.A. in the machine shop on the night shift. However, he is through work at 6:00 a.m., which is the time my shift starts, and because it is convenient he gives me an envelope sealed with the dues money in it every few weeks and I give this to Otto Stegner, the vice president of the E.M.A., who puts the money into the E.M.A.'s treasury. This arrangement has been followed for about nine months.

While I have been foreman over the mills I have been very careful not to talk in favor of the E.M.A. or against the C.I.O. or the A.F.L. to any of the employees under my supervision and I have not on any such occasion urged any of the employees under my supervision to attend any of the E.M.A.'s meetings.

While I was president of the E.M.A. there was one source of income in addition to the 25c monthly dues. This was from the vending machines placed here and there in the plant. Shortly after I be-

(Testimony of Oswald Lundberg.)

came president we made an arrangement with the company whereby the salesman for the vending machine companies would turn these proceeds over to the company and either Leo Pflieger or I would pick up the receipts from the company and deposit this money in the E.M.A. treasury.

Leo Pflieger was elected treasurer of the E.M.A. at the same time that I was elected president of the organization. During that initial period of our office we did not have a bank account in the name of the E.M.A. Therefore, as a temporary expedient in order to save Leo the trouble of carrying his money (the E.M.A. money) back and forth, I understand that the money was left at the company's safe in the office of the plant. I think that this arrangement was made between Leo and Kemp.

I have seen various E.M.A. bulletins posted in the plant in January and February of 1943 and some of these are still up. One that I recall specifically, a 3-page bulletin headed "Employees Mutual Association Answers A.F.L.", was posted one day while I was not at work and I do not know who posted it. At any rate, the next day in the alleyway between the two buildings of the plant I saw this bulletin pasted up on the wall and two A.F.L. bulletins alongside it. These were removed immediately thereafter.

No company executive or foreman has talked with me about the reasons for the lay-offs in the burring department or the rework or drill press departments which have taken place recently. How-

(Testimony of Oswald Lundberg.)

ever, before the night shift was laid off in the drill press department (I understand that some of the men refused to work days and quit for this reason), I had observed that there was not sufficient work on the drill presses to keep the men busy. Since the night shift was discontinued in the drill presses I have noticed that one shift seems to do as much work now as the day and night shift did together before.

I have carefully read the above statement consisting of five typewritten pages and certify that the facts as related are true and correct to the best of my knowledge and belief.

.....

Oswald Roy Lundberg

-----  
Date signed

Q. (By Trial Examiner Schneider): Well, were there any men under Mr. Walters who were also called foreman? A. No, sir.

Q. There were not? A. No.

Q. While you were, as you testified, a leadman, did you have power to hire or fire employees?

A. No, sir.

Q. Did you have any power to recommend firing them? A. No, sir.

Q. Again I don't want to confuse you. But I call your attention to a statement in Board's Exhibit 9, on Page 1, which I show to you. I will read it. "I did not have authority to fire on my



(Testimony of Oswald Lundberg.)

own, but I did have authority to recommend the discharge of employees and I could go to other departments to get specific individuals to work for a short period on the mills."

Does that refresh your recollection?

A. Yes, it does. What I meant in this statement is that if my superior questioned me about any of the operators I would tell him just how they were performing their job, and that could be suggesting their—what would you say? Suggest their being fired or discharged.

Q. Did your superiors ever question you with respect to the [662] work of the operators on the machines at which you did set up?

A. Oh, yes, sir.

Q. They did? A. Yes, sir.

Q. Did they ask you how the men were progressing? A. That is right.

Q. And as to the caliber of their work, its quality? A. Yes, sir.

Q. Its quantity? A. Yes.

Q. Are you able to state whether or not, with respect to some of those operators, concerning whom you talked to your superiors, you made suggestions that they be discharged? A. No, sir.

Mr. Nourse: May I ask what he means by "no, sir," there?

Mr. Esterman: He says he can't state.

Mr. Nourse: I don't know whether that is what he means or not.

The Witness: That I ever referred to anyone being discharged, is that the question?

(Testimony of Oswald Lundberg.)

Q. (By Trial Examiner Schneider) Did you ever state to your superiors that a certain individual should be discharged? A. No, sir.

Q. Did you ever state to your superiors that you thought [663] a certain individual merited some disciplinary action or a reprimand or commendation? A. Yes, sir.

Trial Examiner Schneider: That question is very involved. Will you please read it over to the witness, so he understands it?

(The question was read.)

Q. (By Trial Examiner Schneider): With respect to disciplinary action, did you ever suggest that an operator should be disciplined?

A. Yes, sir.

Q. What was the result of that suggestion? Was he disciplined or was he not?

A. Yes, sir.

Q. He was. Can you state any specific cases?

A. Well, one I have in mind particular is a man that we had on the hand mills that was—I don't know his last name—his first name is Bill, and he had—he would come in once in awhile a little intoxicated, so I instructed my superior to instruct him. I talked to him before and he didn't pay any attention to me, so I had my superior talk to him. That is the only one I remember.

Q. Now, with respect to raises, did you ever recommend or suggest to your superiors that any of the operators should get raises? [664]

A. Yes, sir.

(Testimony of Oswald Lundberg.)

Q. You have done that? A. Yes, sir.

Q. And what was the result of those suggestions?

A. Well, some of them got raises and some of them didn't.

Q. Some were granted and some were not?

A. Yes.

Q. Did you consider that you had any authority over the operator with respect to the manner in which he should perform his work on the machines on which you did set up, while you were a leadman?

A. Yes, sir.

Q. You did. What did you consider to be the extent of that authority?

A. Well, to try and show him the proper way to run the machine, and to get the most production on the machine.

Q. Now, suppose after so instructing an operator he didn't carry out your instructions, what would you do?

A. Well, you would usually listen to his side of the story and probably he could tell you——

Mr. Nourse (Interrupting): I can't hear that.

The Witness: You would probably listen to his viewpoint on the running of the machine, and maybe he would have some pointers that would show you up. And otherwise, if your theory proved better and he didn't perform your [665] theory as you showed him, you would probably go to your superior and have him reprimand him.

Q. To have him what?

(Testimony of Oswald Lundberg.)

A. To have him talk to him or show him how it would be more efficient.

Q. Now, while you were a leadman, if something went wrong, say, a machine broke down, on your shift, and an operator then had no work to do, would you assign that operator to a different machine?

A. If he was one of the steady operators we would probably put him on a different machine. If someone was operating that we would send them back to their rightful department.

Q. Well, who decided, in the first place, whether, in the case where a machine was broken down, where an operator should go and what he should do?

A. That was up to me.

Q. That was up to you?                      A. Yes.

Trial Examiner Schneider: I have no further questions.

#### Redirect Examination

By Mr. Esterman:

Q. Did you know George Nelson?

A. Yes, sir.

Q. What did he do when he was with the company?

A. He was a leadman on the drill presses, and on the night shift. They come in at 4:30, I think it was 4:30. [666]

Q. And when you say "leadman," you mean he acted on the drill presses in about the same capacity that you did on the mills?                      A. That is right.

Q. Were you ever convinced by anybody work-

(Testimony of Oswald Lundberg.)

ing under your supervision that your instructions were wrong and that the job should be done some other way? I am asking you if it ever actually happened? A. What is that question?

Q. Has it ever happened, while you have been supervising the mills or leadman, that someone tried to do a job differently, different from any instructions you gave them, and convinced you that your instructions were wrong? A. Oh, sure.

Q. How many times has it happened?

A. Oh, it happens every once in awhile.

Q. Give me an example, specific example.

A. Well, that would be pretty hard to do. I wouldn't be able to give you an example, I don't think.

Q. You don't think what? [667]

A. Well, you said a specific—what was your—

Q. I meant an instance, a time when it happened. Do you have a time in mind when someone didn't follow your instructions and convinced you his way was better than yours? A. Yes.

Q. Do you have such a time in mind?

A. Yes.

Q. What happened?

A. I acknowledged his—

Q. What was he doing different from your instructions? That is what I am trying to find out.

A. Setting up the machine different.

Q. You had instructed him to set it up one way?

A. Yes, sir.



(Testimony of Oswald Lundberg.)

Q. And he was setting it up another, is that right?      A. That is right.

Q. By setting up you mean setting it up for working, processing the material?

A. That is right.

Q. And you came along and found he had set it up a different way. And then what happened?

A. It was running out more parts faster than the way I told him to set the machine.

Q. And so you let him do it his way because it was better?      A. That is right. [668]

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HARLEY R. BUCKNELL,

being duly sworn, called as a witness by and on behalf of the National Labor Relations Board, was examined and testified as follows:

Direct Examination

By Mr. Esterman:

Q. You are Mr. Harley R. Bucknell?

A. Yes.

Q. Where do you live?

A. I live on Miramont Boulevard, 5913.

Q. You are employed, are you not, by Gilfillan Bros.?

A. Yes.

Q. And you have been with the company since when?

A. Oh, nearly a year and a half. [671]

Q. That would be sometime during the fall of 1941, does that sound right?

A. Yes.

Q. Now, what work did you start at?



(Testimony of Harley R. Bucknell.)

A. I started in the burring department.

Q. And did you go to some other department from there?

A. No, I was just in the burring department; that was my work.

Q. You are now in the tool crib, are you not?

A. Yes, sir.

Q. All right. Did you come to the tool crib from the burring department? A. Yes.

Q. About when did that take place?

A. About December, a year ago.

Q. December of 1941? A. Yes.

Q. And that was on the night shift, was it not?

A. Night shift.

Q. And you are still on that shift?

A. I am still on that shift.

Q. Now, your job is what now?

A. Well, I got charge of the tools, tooling department for all the machines. That includes the automatics and turret lathes and drill presses, and everything. [672]

Q. That is, you have charge of the crib where the tools are kept and men call for them, do they, from time to time?

A. Well, yes, and I also assist the set-up men. Sometimes they get several jobs at one time and I help to set up the machines. [673]

Q. Now, there has been some testimony that dues collections have been made by you in the tool crib, and that dues have been paid to you on behalf of the E.M.A. That is, the E.M.A. dues at the tool crib. That is correct, isn't it?

(Testimony of Harley R. Bucknell.)

A. That is right.

Q. When did you start collecting dues for the E.M.A.?

A. I didn't keep any record of that. I just done it as an accommodation.

Q. Wait just a minute. We will get along better if you will just answer my questions. I mean, don't get ahead of me. When did you start collecting dues, if you remember?

A. I never try to remember. My interest is more in my work.

Q. How long have you been collecting E.M.A. dues?

A. Oh, maybe six months. I don't know. Maybe a year or [675] eight months, I wouldn't say exactly.

Q. It might be anywhere from six months to a year?

A. Yes.

Q. Did anyone ask you to collect dues or was it your own idea, or how did it come about?

A. I always tried to help out anyone.

Q. Did someone ask you to help them out?

A. If it helps the company, I certainly helped them.

Q. Did someone ask you to help them out on the collection of dues?

Mr. Nourse: Who asked you to do it?

The Witness: Why, first Red Lundberg, the man that was here a few minutes ago.

Q. Anyone else?

A. Yes, Otto Stegner. Of course, I don't get to see him. See, he comes—he works different, and

(Testimony of Harley R. Bucknell.)

he would leave a note to Buck—that is myself—to try and make the collections that night. Some nights I wouldn't get time that night, and I would wait until the next night, and I would make maybe a portion of collections when it was convenient when the men were—when I was in the proximity of the men.

Q. You said Mr. Lundberg, Red Lundberg, I think you called him? A. Yes.

Q. That was the man who preceded you on the witness stand? [676] A. Yes.

Q. And first asked you to collect dues?

A. Yes.

Q. For the E.M.A.? A. Yes.

Q. And now that you have talked about it, are you better able to tell us about when that was? I would like to have a better estimate than six months or a year.

Mr. Nourse: I think all the witness could be asked for is his best recollection.

The Witness: Yes. Mr. Ogran—I remember I made a statement, I don't want to get it mixed, I will say near to a year.

Q. You are not worried about something, are you, Mr. Bucknell? A. No.

Q. Just take it easy. Now, do you remember whether anything was said to you by Mr. Lundberg at that time when he asked you to collect dues?

A. It was just a small matter, I didn't try to remember.

Q. You don't remember what he said to you?

A. No.

(Testimony of Harley R. Bucknell.)

Q. You do recall that he asked you to do it, and that you were willing to help out, is that right?

A. That's right. [677]

Q. Is that right? A. That's correct.

Q. And that is why you did it? A. Yes.

Q. What did you understand Mr. Lundberg's job to be at that time?

A. Well, he was connected with the mills, I think he was a mill operator at that time.

Q. What did you understand then when he asked you to collect the dues, who did you think he was?

A. Well, now, I wasn't any official collector, I was an assistant, I might say, because I remember another man, Louie—well, in other words, I didn't make any full business of collecting, see, I just collected what I could. You might say promiscuously.

Trial Examiner Schneider: Off the record.

(Discussion was had off the record.)

Trial Examiner Schneider: Back on the record.

Mr. Esterman: I don't think we had an answer to the last question. I would like to find out if he can tell us.

Mr. Nourse: He said he was a mill operator.

Mr. Esterman: It isn't clear to me. It might be clear to you, counsel.

Mr. Nourse: I thought that is what the remark was, and then you asked him again the same question. [678]

Q. (By Mr. Esterman): At the time that Mr. Lundberg asked you to help out in the collection of dues, who did you think he was at that time?

(Testimony of Harley R. Bucknell.)

A. I thought he was just a friend, I guess.

Q. You did it because he was a friend of yours?

A. Yes.

Q. You had known him for some time?

A. Yes.

Trial Examiner Schneider: What did you think his capacity was in the plant?

The Witness: Of course he was in the mills, I knew he was a machinist in the mills is all. I don't know why you ask that.

Trial Examiner Schneider: That is immaterial why we might have asked it. I ask you, is that your best recollection that he was a machinist?

The Witness: Well, no; he is a mill operator.

Trial Examiner Schneider: Mill operator?

The Witness: Yes. That might be a foreman or any man, that is, that was in the mills, he could be either foreman or mill operator.

Mr. Nourse: I can't hear what the witness is saying. Will you read that answer, please?

The Witness: I said leadman, he could be either one, an operator; and sometimes they operate the machines. [679]

Mr. Nourse: Let it go.

Trial Examiner Schneider: Proceed, Mr. Esterman.

Mr. Esterman: I didn't hear some of those exchanges, Mr. Examiner, and maybe I am asking him something that he has already answered.

Trial Examiner Schneider: Mr. Reporter, will

(Testimony of Harley R. Bucknell.)

you read over the last two questions and answers, if we have any.

(The record was read by the Reporter.)

Q. (By Mr. Esterman): You didn't know at that time whether he was an operator or a leadman, or a foreman, is that your statement?

A. Of course I didn't look up everyone's category in the mills; I knew he was in the E. M. A. and I don't remember who was the main man in the mills at that time. I knew he was first an operator, and he must have been an operator at that time.

Trial Examiner Schneider: Mr. Witness, these long involved answers are really unnecessary.

The Witness: I see.

Trial Examiner Schneider: If a direct question is asked you calling for a yes or no, try to answer it yes or no, and if you have an explanation to offer, then give it. Try to answer the question directly first. Try to make your answers as brief as possible, and don't be nervous.

The Witness: All right. [680]

Q. (By Mr. Esterman): Just tell me whether you knew at that time, Mr. Bucknell, if he had charge of any men on the milling machines; what at that time you knew? And all you have to say is yes or no.

Mr. Nourse: You mean at the time——

Mr. Esterman: I am talking about the time that Mr. Lundberg asked him to help out with the dues.

The Witness: I don't remember whether he was



(Testimony of Harley R. Bucknell.)

just an operator or whether he was the main man in the mills.

Q. (By Mr. Esterman): You know Margaret Goebel, don't you?      A. Yes.

Q. There is testimony that until recently she was connected with the burring department on the 2:30 to 11:00 o'clock shift?      A. Yes.

Q. Is that your recollection also?

A. I suppose that is what time she went on. We come on at six.

Q. Did she ever collect any E.M.A. dues? That is, did you ever see her collect any E.M.A. dues?

A. No.

Q. Did she ever refer girls to you for the purpose of paying dues or joining the E.M.A.?

A. I asked her for the names of the girls; I wished to contact these girls, so I asked her for the names. [681]

Q. By the way, who was Mrs. Goebels, what was her capacity?

A. I wasn't down in that department, I don't know—she took care of it, I suppose, was in charge of it.

Mr. Nourse: I didn't hear that.

Mr. Esterman: I didn't hear it either.

(The last answer was read by the Reporter.)

Trial Examiner Schneider: The acoustics are bad in this room.

Q. (By Mr. Esterman): Don't you know whether she was in charge of it or not?

A. Yes.

(Testimony of Harley R. Bucknell.)

Q. Well, which is it?

A. I might just as well say yes on that.

Q. You are not trying to keep anything back, are you?      A. No.

Q. All right. Now, tell us what you think she was.

Mr. Nourse: I think he is trying to be too certain.

Mr. Esterman: I am not sure of that.

The Witness: It never occurred to me at that time to find out.

Q. (By Mr. Esterman): What did you think her connection was with the burring department? You must have had some idea.

A. Well, I know——

Mr. Nourse: What is the use of all this? There is no doubt about it that during all the time that Miss Goebel was [682] there on that shift she was the leadwoman.

The Witness: She was in charge.

Mr. Nourse: Call her whatever you want.

Mr. Esterman: Suppose we have him answer. Did you hear the answer?

Trial Examiner Schneider: He said she was in charge.

The Witness: Yes. Put down yes, she was in charge of it.

Q. (By Mr. Esterman): When you collected dues, I take it you kept track of the names of the people that paid you the money, isn't that right, you put their names down?      A. Yes.

(Testimony of Harley R. Bucknell.)

Q. And you would receipt their membership card for the 25 cents? A. Yes.

Q. And you would make a list and then you turned the money over to Mr. Lundberg?

A. Yes.

Q. Generally? A. Yes.

Q. And that would be when he came on shift at six in the morning? A. Yes.

Q. And you were leaving? A. Yes.

Q. And you would get his receipt, wouldn't you, for the [683] money?

A. Yes; but sometimes it took me many days—that is, maybe three or four days to make the collection, because I didn't waste any time collecting.

Q. That is, you didn't give him money every day, but you would gather it up and give it to him——

A. I kept it locked up in my tool box until it was convenient to give it to him.

Mr. Esterman: I will ask the Reporter to identify as Board's Exhibit next in order this paper, being a list of E.M.A. collections for January 1, '43.

The Witness: None of those are complete, you understand.

Mr. Esterman: I haven't asked you anything yet.

(Thereupon, the document referred to was marked as Board's Exhibit No. 10, for identification.)

Mr. Nourse: Have you a bunch of them?

Mr. Esterman: They are here if you want to see

(Testimony of Harley R. Bucknell.)

them. I don't intend to offer a bunch. You can see the others if you think they are pertinent. I don't want to hold anything back.

Mr. Nourse: Who prepared them?

Mr. Esterman: I will establish that. [684]

Mr. Nourse: I would like to see the rest of them.

Mr. Esterman: I will be happy to show them to you.

Q. (By Mr. Esterman): I show you Board's Exhibit 10 for identification, and ask you if these are your initials in ink "H.R.B."?

A. Yes, I gave that to Mr. Ogran.

Q. And this is one of a number of similar sheets of paper which you turned over to Mr. Ogran at his request?

A. I am a very poor bookkeeper.

Q. Your answer is yes, you did?

A. Yes.

Q. And this signature, these words "Received 2-9-43 O. Lundberg" are in the handwriting of Mr. Lundberg, are they not? A. Yes.

Q. And that was written in your presence?

A. Yes.

Q. And is the rest of it your handwriting? Please look at it.

A. Yes, it is. Yes, that's mine.

Q. Everything else but what I mentioned is your handwriting? A. Yes.

Q. And this is the amount, \$2.00, that you turned over to Mr. Lundberg, collections for the month of January, 1943? [685]

(Testimony of Harley R. Bucknell.)

A. Yes; but that is incomplete. There might have been some others. See, these are not, you understand I didn't expect these would ever be scrutinized for bookkeeping.

Q. We are not criticising your handwriting or bookkeeping; I am just asking you if everything but this date 2-9-43 and Lundberg—of course these initials are in your handwriting? A. Yes.

Q. Everything but the date and "O. Lundberg" are in your handwriting, is that right?

A. Yes. [686]

Trial Examiner Schneider: There is not sufficient foundation for Board's Exhibit 11.

Mr. Nourse: I will show it to Mr. Sparks, if he says that is the one that was there, or Mr. Johnson.

I will change my stipulation. I will stipulate that this is the transcript, that is a copy made in shorthand from the one that was on the bulletin board which had been shellacked onto the bulletin board, and I believe it to be a true copy of what was shellacked on there and it couldn't be taken down at that time without scraping the board, and it was copied off by one of the girls and furnished to the Board here, Mr. Ogran, the Field Examiner for the Board, and this is the transcript of the stenographer's notes who went out and took her notes by reading from the board and made it that way.

Trial Examiner Schneider: This is a copy of the document which was forwarded by Mr. Gilfillan to Mr. Ogran?

(Testimony of Harley R. Bucknell.)

Mr. Nourse: This is the document.

Trial Examiner Schneider: It may be admitted.

Mr. Nourse: I object to its materiality at this time unless some foundation is laid, unless counsel says what he intends to prove. If he intends to prove that this [689] was posted by the company, or that the company had any connection with the posting, of course it would be very material. Otherwise, I can't see its materiality.

Mr. Esterman: That is what I hope to prove.

Trial Examiner Schneider: Am I corect in that I understood you to say that you would connect it up?

Mr. Esterman: That is my intention.

Trial Examiner Schneider: It is admitted subject to being connected.

Mr. Nourse: All right.

(Thereupon, the documents referred to were received in evidence as Board's Exhibits 10 and 11.)

#### BOARD'S EXHIBIT No. 10

E.M.A. Collection 1-1-43

|     |                        |     |
|-----|------------------------|-----|
| 62  | Rex Darrah Janes ..... | .50 |
|     | Jesse Mache .....      | .50 |
|     | Betty Fream .....      | .25 |
| 311 | Margaret Goebel .....  | .25 |
|     | Burring Foreman        |     |

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2.00

Rec. 2-9-43

O. Lundberg

[Initialed]: H R B



(Testimony of Harley R. Bucknell.)

Mr. Esterman: I have no further questions of this witness.

Cross Examination

Q. (By Mr. Nourse): You are the tool department at night, are you not? You said you were in charge of the tool department. You are it, aren't you?

A. I don't quite understand.

Q. Well, there is nobody else there, is there?

A. No.

Mr. Esterman: We don't contend that he is a supervisor.

Mr. Nourse: All right. [690]

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ROY JOHNSON

a witness called by and on behalf of the National Labor Relations Board, after being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Esterman): You are Mr. Roy Johnson?

A. That's right.

Q. And your address?

A. 1421 West 55th Street.

Q. And employed by Gilfillan Bros.?

A. I am.

Q. You are the Mr. Roy Johnson who is president of the E.M.A.?

A. I am. [696]

Q. You work on what shift?

A. I work on the day shift now.

(Testimony of Roy Johnson.)

Q. That is from 6:00 a.m. to 6:00 p.m.?

A. No. I work from 8:00 o'clock to 5:30.

Q. And has there been a recent change? How long have you been on the day shift? Put it that way.

A. A couple of months.

Q. And before that what shift were you on?

A. The swing shift.

Q. Is that the shift that alternates between days and nights?

A. That's right.

Q. Can you place the date that you left the swing shift for the day shift?

A. Around the last of January. Wait a minute. No. I can't place the day. I made that statement about two months ago, approximately.

Q. I don't know what you mean by "I made that statement." I want to know when you changed over, if you can fix the date. If your best recollection is a couple of months ago, I will accept that.

A. Approximately a couple of months ago.

[704]

Q. Sometime in May that you came off the swing shift, would that be about right?

A. I could find out for you the exact day that I changed over, if you wish.

Q. All right. You find that out for me.

Mr. Esterman: Can you tell us that, Mr. Sparks, from your records?

Mr. Nourse: We can find it out. We don't keep the records here, either the payroll or the cash.

Mr. Esterman: I thought he had personal knowledge, perhaps.

(Testimony of Roy Johnson.)

Q. (By Mr. Esterman): You were elected president of the E.M.A. in June of 1942, were you not, at a meeting of the E.M.A.?

A. About then, yes. [705]

Q. Now, I will ask you, first, without reference to these minutes, whether you recall a meeting that was held in January, a meeting of the E.M.A. held in January for the purpose of electing a grievance committee? There has been some testimony about that. Do you recall such a meeting?

A. I recall such a meeting. I don't know whether it was in January or not; I don't know.

Q. When could it have been, if it wasn't in January? A. December or February.

Q. It might have been in December, January or February? A. That is right.

Q. Now, does your recollection serve you as to whether Mr. Jim Clark was nominated to the grievance committee? A. He was.

Q. And he acted on the grievance committee, is that right? A. No, sir.

Q. I beg your pardon? A. No.

Q. What did he do, resign?

A. Well, he was—are you asking for an explanation?

Q. No. I will withdraw that question. I will ask you if [707] he accepted the nomination.

A. Yes, he did.

Q. All right. I will ask you if your recollection serves you as to whether a man named Foley attended that meeting?

(Testimony of Roy Johnson.)

A. Off memory I wouldn't know.

Q. Look at your copy of the minutes.

A. I see the name Foley there.

Q. And tell me whether that helps you remember.

Mr. Nourse: Mr. Johnson, keep your voice up. You are talking right into your lap.

The Witness: It doesn't help me to refresh my memory.

Q. (By Mr. Esterman): Is there any question in your mind about whether Mr. Foley was there or not.

A. I don't think there is any question in my mind. I am pretty sure he was there. The record shows he was.

Q. That is what I want to know.

A. But I don't remember him being there.

Q. You have also brought with you, have you not, the cancelled checks and statements of the E.M.A.?

A. I did.

Q. Now, I want you to look at these checks that I have taken from the bank statements, and tell me if it isn't a fact, by referring to them, because I don't want to put these in evidence unless someone insists upon it, if it isn't a fact that on October 7th, a check for \$100.00 was drawn by [708] the E.M.A. to Mr. Rupert J. Foley for an E.M.A. loan?

A. That is right.

Q. I will also ask you if it isn't a fact that on December 14, 1942, a check for \$7.00 was drawn to the Adohr Milk Farms?

(Testimony of Roy Johnson.)

Mr. Nourse: What date is that?

Mr. Esterman: December 14, 1942.

Q. (By Mr. Esterman): And on January 20, 1943, a check for \$8.60, drawn to the same payee, Adohr Milk Farms, both drawn for the purpose of, as indicated on the check, for milk shortage or milk fund shortage? A. Yes.

Q. Now, will you explain what those payments were?

Trial Examiner Schneider: May I interrupt? What was the amount of the December 14th check?

Mr. Esterman: \$7.00.

The Witness: Well, in supplying milk to the people on the night shift, some of the people get off and eat lunch at 10:30, there is no milk company that comes around and sells milk, so the Employees Mutual Association took it upon themselves to have a milk box. We sold the milk out to the people at retail and bought it at retail; consequently there is bound to be a certain amount of shortage, which we made up from the Employees Mutual Association fund.

Q. Is this a fair statement, then, that arrangements were made to retail milk in the plant, and that this arrangement [709] was sponsored by or originated or started by the E.M.A., and the milk was sold to anyone who would pay for it in the plant, and it was sold at cost, and there were some losses, consequently, which the E.M.A. made up?

A. That is right.

Q. Is that a fair statement?



(Testimony of Roy Johnson.)

A. That is right. [710]

Q. I will ask you to look at these five checks with me and ask you if it isn't a fact that the following checks were drawn all payable to Roy Johnson, yourself, in the following dates and amounts:

November 27, '42, \$9.18? A. That's right.

Q. December 31, '42, \$12.00.

Mr. Nourse: December 31?

Mr. Esterman: 31, 1942, \$12.00.

The Witness: Right.

Q. (By Mr. Esterman): March 6, 1943, \$12.60?

A. That's right.

Q. April 2, 1943, \$20.32? A. That's right.

Q. May 5, 1943, \$21.87? A. That's right.

Q. That the checks of November 27, March 6, April 2, and May 5 bear the explanation in the upper left-hand corner "For time lost"?

Mr. Esterman: I will change that and withdraw it.

Q. (By Mr. Esterman): That the check dated November 27 bears the legend in the upper left-hand corner "Time lost for E.M.A."; that is correct, is it not? A. That's right.

Q. No explanation on the check of December 31, is there, on its face or on the back? [711]

A. No, there isn't.

Q. That the check of March 6 bears the legend, "For time lost"? A. That's right.

Q. That the check of April 2 bears the legend, "For time lost"? A. That's right.



(Testimony of Roy Johnson.)

Q. That the check of May also says that it is for time lost?      A. That's right.

Q. Looking at the check dated December 31, 1942 do you know for what purpose that was issued?

A. I do.

Q. Will you state it, please?

Trial Examiner Schneider: Was that dated December 31?

Mr. Esterman: Yes.

The Witness: We not only furnished coffee—or milk, but we furnished coffee on the night shifts, and all of them, and I got a ration card for coffee and didn't have enough money to purchase the coffee, it called for 90 lbs., so I borrowed \$12.00 and paid back the \$12.00 to the E.M.A.

Q. In other words, this is an expenditure you made out of your own funds and reimbursed yourself for, is that right?      A. That's right. No.

Mr. Nourse: No; you put it backwards. [712]

The Witness: No. I paid it back to the E.M.A. after I received the money for the coffee.

Q. (By Mr. Esterman): Well, the effect is the same.

A. No, it isn't. I don't buy the coffee, nor does the E.M.A. buy the coffee. I just was short \$12.00 to buy the coffee which cost thirty-six dollars and some cents or \$38.00, and I borrowed the additional money from the E.M.A. and paid it back.

Q. Under whose auspices was coffee furnished?

A. Nobody's; different shifts paid for their own coffee.

(Testimony of Roy Johnson.)

Q. Now, for time lost in the case of the checks made out to you means for time lost on E.M.A. business, does it not?

A. For time lost from my work that I lost actual time from my work and the E.M.A. reimburses for the amount of money I would ordinarily have earned.

Q. If I haven't stated it right I want you to state it.           A. That's right.

Q. There was also issued on May 5, 1943 a check in the amount of \$5.05 to Mr. O. Lundberg for time lost, was there not?           A. That's right.

Trial Examiner Schneider: What was the date of that?

Mr. Esterman: May 5, 1943.

Q. (By Mr. Esterman): And on May 5, 1943 a check was issued [713] to—what is that name?

A. Al Bluel.

Q. B-l-u-e-l?           A. B-l-e-u-e-l.

Q. And that also was for time lost on E.M.A. business?           A. That's right.

Q. Now, at Mr. Ogran's request—and I am not having this identified, counsel, because I don't intend to offer it; I am addressing Mr. Wilson—you brought Mr. Ogran of this office a list of E.M.A. members? I should say this list of E.M.A. members, did you not?           A. Yes.

Q. And except for the check marks in pencil, in black or red pencil, that is the list that you brought in?           A. I am sure it is.

Q. And it bears the heading E.M.A. members

(Testimony of Roy Johnson.)

294; I take it that is the numerical total, the number of members, isn't it?      A. Yes, sir.

Q. And under that in parenthesis "These people have paid dues for the month of March, 1943, to the Employees' Mutual Association," is that correct?      A. That's correct.

Q. Now this list, and I would like you to look at it, includes the name of James Clark, does it not? [714]      A. It does.

Mr. Nourse: If the Examiner please, it seems to me that I offered the stipulation yesterday that leadmen were permitted by and with the knowledge of Gilfillan Bros. to be members of the E.M.A. Now, if that is what you are trying to prove I will stipulate anyone you want to name that you say is from the list, I will stipulate were.

Mr. Esterman: I appreciate that, except that from my point of view it is a disorderly way of getting it into the record.

Mr. Nourse: All right. Then I withdraw the stipulation that was offered.

Mr. Esterman: Thank you very much.

Q. (By Mr. Esterman): This list bears the name Margaret Goekel, G-o-e-k-e-l; I take it that is intended to mean Margaret Goebel, is it not?

A. I don't know. I didn't compile it.

Q. Is there anyone named Goekel, G-o-e-k-e-l-, with the company?

A. Not to my knowledge.

Trial Examiner Schneider: Off the record.

(A discussion was had off the record.) [715]

(Testimony of Roy Johnson.)

Trial Examiner Schneider: On the record.

Mr. Esterman: Mr. Nourse, will you stipulate that Andy Schumer was a member of and paid dues to the E.M.A. in March, 1943?

Mr. Nourse: Yes.

Mr. Wilson: I so stipulate.

Mr. Esterman: Will you also stipulate——

Mr. Nourse (Interrupting): Now, read them all in at once and let's have just one stipulation, starting after Schumer.

Mr. Esterman: ——that Mr. A. J. Tenraa was a member of and paid dues to the E.M.A. in March, 1943?

Mr. Nourse: Yes.

Trial Examiner Schneider: Who is he?

Mr. Nourse: I don't know if he is on that list.

Mr. Esterman: I can show that pretty quickly. Mr. Sparks can tell us, or I will have it offered from the witness stand.

Mr. Nourse: He is leadman in the cable department.

Q. (By Mr. Esterman): Now, when did you start to work for the Gilfillan Company, Mr. Johnson?

A. I think it was in 1933 or '34.

Q. Will you tell us what positions or jobs you have held since that time, and try to relate the jobs to the approximate time when you held them. What work you did, and when you did [716] it.

A. I was a truck driver for approximately seven and a half years.

(Testimony of Roy Johnson.)

Q. That would be until about when, Mr. Johnson?

A. Until October or November of 1942.

Q. All right. Then what was your job?

A. In the burr department, in the machine shop.

Q. What work did you do? A. Burring.

Q. And how long did you do that?

A. About a week and a half.

Q. Then what?

A. I went on the drill press.

Q. For how long?

A. Approximately two and a half months, about two, two and *and* half months.

Q. Then where did you go?

A. On the milling machines.

Q. Do you recall when that was?

A. It was just after the first of the year.

Q. That is 1943? A. '42.

Q. 1942, I beg your pardon.

A. Did I say '42 when I went in the machine shop?

Q. I think you did. [717]

Mr. Nourse: Yes.

The Witness: '41.

Q. (By Mr. Esterman): 1941?

A. Correct.

Q. That is when you stopped driving a truck, in 1941? A. Yes.

Q. So you went on the milling machines then finally when?

(Testimony of Roy Johnson.)

A. Just after the first of the year in 1942.

Q. How long did you stay on the milling machines?

A. About a year and one or two months.

Q. That would take you up to your present job?

A. No.

Q. Then what?

A. Then I went on the turret lathes.

Q. When was that?

A. You want the date when I went on, or approximately?

Q. Approximately. Give us your best recollection.

A. Around February.

Q. February, 1943?

A. '43.

Q. Was it the middle of the month or the end of the month, or when?

A. I don't recall.

Q. Now, when you went on the milling machines, what were your duties? [718]

A. Operated a mill.

Q. And were you given charge of any other operators during the time you were on that operation, that is, milling machines?

A. Well, there were some inexperienced people that came in there, that they would bring over from the burr department, something like that; as I was the oldest man on the shift, I would show them how to do it.

Q. Were you ever instructed to take charge of any of the people there, in any sense?

A. No, I never was.



(Testimony of Roy Johnson.)

Q. You never had supervision over any of the people that worked on the mills?

A. Just those that didn't know anything about it.

Q. What did you do for them?

A. Well, if it was a simple set-up, I would make the set-up and show them how to operate, and run three or four or five pieces.

Q. What other kind of set-ups are there besides simple?

A. The kind you get in trouble with.

Q. All right. Who would set those up?

A. On the shift?

Q. Yes.

A. Well, Mr. Hoenes would work with me, and we would set it up. [719]

Q. Now, during the time you were on the milling machines, were you ever designated as a lead-man? A. No, sir.

Q. Were you ever put in charge of any of the persons working on milling machines during that time, by the management? A. No, sir.

Q. Not even temporarily?

A. Well, the inexperienced people, as I explained, that needed help, I helped them.

Mr. Nourse: That has been asked and answered, and gone all through.

Mr. Esterman: All right.

Q. (By Mr. Esterman): Just to refresh your recollection, Mr. Johnson, you discussed this matter with me before, have you not? That is, this case, before you took the witness stand?

(Testimony of Roy Johnson.)

A. Yes, I have.

Q. And you have also discussed it with Mr. Ogran of this office?      A. That is right.

Q. Now, do you recall any discussions with him on the subject of the period between October, 1942, and on or about February 15, 1943, as to what your work was during that time?

A. I don't recall the discussion, no.

Q. Well, just to refresh your recollection, did you tell [720] him that you served in any capacity as temporary leadman with supervision over about seven to ten men?

A. Yes, I remember something about it.

Q. Tell us what you told him.

A. I don't remember what the exact words were I told him.

Q. Is that, in substance, what you told him? And I will repeat. That during that period from October, 1942, to about February 15, 1943, you worked as a temporary leadman, with supervision over about seven to ten men on the mill. Is that, in substance, what you told him?

A. It is pretty hard to remember—I don't remember anything about telling him that. He might have inferred it from the statement I made.

Q. If I show you some notes you made at the time, perhaps that will refresh your recollection. I will show you a memorandum, or rather a form headed, "Affidavit", whereon there are some notes, which, I take, are in your handwriting because they bear your initials. Now, will you look at that, please,

(Testimony of Roy Johnson.)

and tell me whether that refreshes your recollection as to what you said. [721]

Q. (By Mr. Esterman): After refreshing your recollection from these notes can you state now whether you didn't tell Mr. Ogran, in substance, that you worked as a temporary leadman with supervision over about seven to ten men on the mill; that during that time you set up, inspected, adjusted machines and supervised the workers with respect to correct workmanship, you did not run a machine yourself. Now, is that, in substance, what you told him?

A. That is about what I told him.

Q. And that is about right, isn't it?

A. That's about right.

Q. I mean that is the fact, isn't it?

A. Yes.

Q. You heard the testimony about the posting of Board's Exhibit 2, headed, "Employees Mutual Association Answers A. F. of L.," to the effect that you—Mr. Hines testified that you and Mr. Nevins—do I have that right?

A. That's right.

Q. Had shellacked that on the wall. You heard that testimony, did you not?

A. I did not.

Q. You didn't hear Mr. Hines testify?

A. No.

Q. Well, now—— [723]

A. I heard Mr. Nelson testify to that.

Mr. Esterman: I think I am mistaken. It was Mr. Nelson who said that. I beg your pardon.

Q. (By Mr. Easterman): It was Mr. Nelson who stated that, was it not?

(Testimony of Roy Johnson.)

A. Yes, I think it was.

Q. Now, you were one of the two men who posted this Board's Exhibit 2; that is shel-  
laced it on the wall?

A. Yes, I did.

Q. Do you recall who the other man was?

A. Yes. Mr. Pfleger.

Q. That is the man who testified here before?

A. Yes, it was.

Q. I show you Board's Exhibit 11, for identification, because I don't think it has been received, and ask you to look at it, please, and tell me if you have seen it or anything like it before.

Mr. Esterman: That is in evidence subject to being connected?

Mr. Wilson: Yes.

The Witness: In reading part of it I have seen it before, yes.

Q. (By Mr. Esterman): Where did you see it?

A. On the billboard at Gilfillan's.

Q. Have you seen more than one copy of it?

[724]

A. No; just one copy.

Q. On what board?

A. The board close to the timeclock. It would be in the east building.

Q. Was this also shellacked up on the board or the wall, if you know?

A. I think it was.

Q. Excuse me?

A. It was on the bulletin board; I think it was shellacked, yes.

(Testimony of Roy Johnson.)

Q. Do you know who posted it?

A. I do not.

Q. Do you know when you saw it?

A. I don't remember the date, but I seen it.

[725]

Q. Well, there has been some testimony that the A.F. of L. started organizational work around the plant sometime in January. Now, with reference to the A.F. of L. activities, was it before they started or sometime after?

A. After

Q. Would it be sometime in January or February, then, that you saw this?

A. Yes, sometime in January or February.

Q. 1943. Did you make any effort to ascertain who posted Board's Exhibit No. 11?

A. No, I didn't.

Q. (By Mr. Easterman): Now, Mr. Johnson, sometime in January, 1943, there was a change in the company wage structure, was there?

A. Yes.

Q. There were some increases given to a number of people in the plant? [726]

A. Yes.

Q. And a number of women were increased 20 cents an hour, were they not? If you know.

A. No, I don't know, but I presume some of them could have been increased that much, yes.

Q. You knew there was an increase that was, to some extent, general throughout the plant, did you not?

A. Yes.

Q. What is your knowledge as to the basis for

(Testimony of Roy Johnson.)

that increase, as to what brought it about? If you know. Do you know how it came about?

A. Yes.

Q. Will you tell us?

A. Raise the people in wages.

Q. I didn't hear you.

A. To raise the people in wages to the extent of what the other places in Los Angeles were getting.

Q. That is, the scale was raised generally. I want you to tell me if this is your understanding: That the wage scales were raised generally to meet wage rates prevailing in other plants, is that a correct statement of your understanding?

A. Yes.

Q. Now, did the E.M.A. have anything to do with negotiating this change at that time?

A. Outside of verbally asking them, or telling them that [727] the wage scale in those departments and the starting wages of women were lower than they were in other places, we had nothing else to do with it.

Q. Only to the extent, then, that different members of the E.M.A. discussed the matter with the management, is that what you mean? What I am getting at is this: I don't want to get this too involved. What I am getting at is did the E.M.A. or anyone in an official capacity, on behalf of the E.M.A., have anything to do with this increase? Does that make it any clearer?

A. Yes.

Q. What is your response to that?



(Testimony of Roy Johnson.)

A. Outside of verbally asking the company to increase the wages, we had nothing to do with it. We didn't have a grievance committee meeting to go in with the company and try to iron it out.

Q. Will you illustrate what you mean by verbally, as to how you did it?

Mr. Nourse: Tell who did it, is that what you want?

The Witness: I went to Mr. Sparks and asked him to explain how the wages in Gilfillan Bros. were less than other plants, especially for starting wage for women, which were 50 cents for women and 60 cents for men; and shortly afterward wages were adjusted.

Q. (By Mr. Esterman): And except for that there was no [728] official action by the E.M.A.?

A. That is right. [729]

Trial Examiner Schneider: The hearing will be in order.

Mr. Nourse, I understand, from the discussion which we had during the recess, that you have not abandoned your motion to dismiss on the grounds the Board has no jurisdiction to proceed.

Mr. Nourse: That is correct. And I thought I made that clear in the record, and if I did not, I am still standing upon the motion as stated in the record. The only thing I withdrew or intended to withdraw was my request that you proceed to take evidence on that, certify your findings and that the Board determine that before further proceedings.

(Testimony of Roy Johnson.)

Trial Examiner Schneider: That is very clear, Mr. Nourse. Thank you.

The motion to dismiss will be denied.

Mr. Nourse: Without prejudice, I presume.

Trial Examiner Schneider: Surely. You save all of your rights.

Mr. Nourse: I mean without prejudice to the renewal of the motion during this proceeding.

Trial Examiner Schneider: That is correct.

[732]

Q. (By Mr. Esterman): Mr. Johnson, I show you Board's Exhibit 12, for identification, which I am advised by Mr. Nourse is an exact proof-read copy of the original agreement, which I will show you, and ask you to tell me what that is.

A. This is the contract between the Employees Mutual Association and Gilfillan Bros. [733]

Q. (By Mr. Esterman): Do you know when this contract was signed; and if the persons who signed it signed it at different times, that is, on different occasions, I would like to have you so indicate, and I am showing you the signature page?

A. They were all signed on the same day.

Q. They all signed at one time? A. Yes.

Q. Do you know when that was?

A. Not the exact date, no.

Q. Would this help: According to the contract the effective date—I am looking at Article 3, the language is as follows: "This agreement shall become effective as of May 1, 1943," and so on. Does

(Testimony of Roy Johnson.)

that help you recall when it was signed with reference to that date?

A. I know approximately when it was signed.

Q. Give us the best you know.

A. Between the 5th and the 10th of May. [734]

Cross Examination

Q. (By Mr. Nourse): Mr. Johnson, calling your attention to Board's Exhibit 12, and to Exhibit A annexed thereto, when were the terms of Exhibit A agreed upon? Were the terms of Exhibit A agreed upon?

A. Yes, it was taken up at a meeting in the Hall; it was voted on at that meeting by everybody there.

Q. When did you first start to discuss with the management the terms and conditions that are now set forth in Exhibit A?

Trial Examiner Schneider: Exhibit 12.

Mr. Nourse: Exhibit A to Board's Exhibit 12.

Trial Examiner Schneider: I beg your pardon.

The Witness: Sometime in April.

Mr. Esterman: 1943?

The Witness: '43.

Q. (By Mr. Nourse): And when was your work completed upon that portion of the agreement, which is Exhibit 12?

A. About the—between the 5th and 10th of May.

Q. On this sale of milk at retail, and during the period for which counsel has examined you,

(Testimony of Roy Johnson.)

I think which ended around May 5th, where was the box maintained?

A. It was in the tool crib. [738]

Q. Was it always in the tool crib?

A. No; when they first put it in, for a few days, it wasn't, no.

Q. Where was it then?

A. It was in the aisleway by the vat, close to the cable department.

Q. Now, when a man went to buy anything from that box, how did he go about it?

A. He took his bottle of milk out, and he was supposed to drop a dime in.

Q. How is that?

A. He took his bottle of milk by himself, and he was supposed to drop his dime in the box.

Q. And these shortages you made up, to the milk company, were on account of the fellows that didn't drop their dimes? Is that right?

A. That is right.

Q. And anybody, in the plant, whether he was A.F.L. or C.I.O. or no union or E.M.A., could go in and take a bottle of milk, and drop a dime?

A. That is right.

Q. And some of them, you didn't know who, forgot to drop the dimes?

A. Yes, that is right.

Q. And was there any sign on the box that said, "E.M.A. [739] Milk Fund," or anything of that kind? A. No, there wasn't.

Q. There was just milk in there for everybody and a kitty to take the dimes in?

(Testimony of Roy Johnson.)

A. That is right.

Q. The only connection the E.M.A. had with it was to bear the loss, if any?

A. That is right; we bore the loss, which was plenty. [740]

Q. (By Mr. Nourse): Mr. Johnson, you described, in your examination by counsel for the Board this morning, the work that you actually did after you went off as operator on the mills and did some supervisory work.

A. Yes.

Q. Do you remember that?

A. Yes, I do.

Q. Is that the work you were doing during the period that you referred to in the statement as supervisory work?

A. Yes. [741]

Q. (By Mr. Nourse): I want you to look through these handbills which constitute Respondent's Exhibit 3-A to -H, for identification, and point out such of those as you can—point out, first, such of those as you can that you saw posted on the bulletin boards, or the walls within the plant, or the oven, or anywhere, whatever you can. When you come to the first one, call my attention to it.

A. The wording in this green one looks very familiar.

Trial Examiner Schneider: I didn't hear the answer.

(The last answer was read by the reporter.)

Q. (By Mr. Nourse): To the best of your recollection is that one of them that you saw posted?

A. That's right.

(Testimony of Roy Johnson.)

Mr. Nourse: I now offer Exhibit 3-A of this exhibit in evidence.

Mr. Esterman: I am going to object to that because I don't hear any more foundation now than I heard before. If counsel will find out from the witness where and when, I think it would be helpful.

Mr. Nourse: All right. I will withdraw the offer.

Q. (By Mr. Nourse): Between what dates did you see this posted?

A. Sometime in January or February, somewhere around there, there were several bulletins, and which preceded one or the other I don't know.

[743]

Q. Do you mean several handbills?

A. Several of this type.

Q. Where did you see it?

A. On the bulletin board in the machine shop.

Q. Is that the same bulletin board you saw the "Me" letter on, *with* is Board's Exhibit 11?

A. No, it isn't.

Q. Where was the "Me" letter?

A. That was by the timeclock in the main building.

Mr. Nourse: I now offer this in evidence.

Trial Examiner Schneider: Any objection?

Mr. Esterman: I will make a record objection that no proper foundation has been laid, and it has no relation to the issues in this case.

Trial Examiner Schneider: It is your testi-



(Testimony of Roy Johnson.)

mony that you saw this exhibit, Respondent's Exhibit 3-A posted on the bulletin board of the machine shop at the plant of Gilfillan Bros.

The Witness: Yes.

Trial Examiner Schneider: It may be admitted.

(Thereupon, the document heretofore marked Respondent's Exhibit 3-A for identification, was received in evidence.)

## RESPONDENT'S EXHIBIT No. 3-A

### A. F. L.

Machinists Lodge #311 to all Gilfillan Employees

This is What it means--

Unionism is co-operation—workers organized into mutual-benefit societies, for their protection and betterment. It's the business of a union: First, (in wartime) to improve production for victory. To protect its members, singly or collectively against exploitation. To bargain collectively for its members—concluding agreements with employers, securing fair pay, fair treatment, fair conditions of employment. To organize—helping new groups to win the same benefits. To work unceasingly for better laws; against each new scheme to injure wage-earners. To protect the American employees' freedom to live decently; and some day, to see the boys come back to a free country, fit to live in.

Organized Labor won for us these benefits:-

Public schools. The eight-hour day. Abolition of child labor. Time-and-a-half after 40 hours. Social

(Testimony of Roy Johnson.)

Security and unemployment insurance. Walsh-Healy Act (labor standards on Government work). Wagner Act (freedom to organize and to bargain collectively). Protection of wage-claims against employers' crookedness or bankruptcy. Protection of working women and minors. Factory safety and sanitation. Minimum-wage law. Employers' liability in accidents. And many more!

That's What A. F. of L. Unions are for. (Of course, it's not what "independent" unions are for.) 3600 members of Lodge #311, A. F. of L. Machinists, hold it to be their duty to help Gilfillan workers get a fair deal by A. F. of L. representation. Everybody Send in Your Signed Cards and it won't take long.

[Post Card, Front]

Postage Will be Paid by Addressee  
No Postage Stamp Necessary if Mailed in the  
United States

Business Reply Card  
First Class Permit No. 16049, Sec. 510, P.L.&R.  
Los Angeles Calif.

International Ass'n of Machinists, Lodge 311  
Room 100 Labor Temple  
532 Maple Avenue  
Los Angeles, California

[Back of Postcard]

Authorization for Representation Under the  
National Labor Relations Act

[Emblem]

A. F. of L.

(Testimony of Roy Johnson.)

I, the undersigned, employee of

.....Company

.....Address

authorize Lodge No. 311, International Association of Machinists, American Federation of Labor, to represent me in negotiations for better wages and working conditions.

This authorization supersedes any similar authority previously given to any person or organization.

My Signature .....

My Address .....Phone .....

Kind of Work ..... Dept. ....

Date .....

Shift: Day ☐ Swing ☐ Graveyard ☐

41 Union Label

Q. (By Mr. Nourse) Will you look through again until you find some other one, if any? Have you found another? [744] A. Yes.

Q. Which one, point it out?

A. It was either one of those yellow ones. From recollection of reading it, I can't tell. I think it was the top one here.

Q. To the best of your recollection, then, it was the top one? A. Yes.

Mr. Esterman: What number is that?

Mr. Nourse: That is 3-B.

Q. (By Mr. Nourse) Within what period, to the best of your recollection, was that up?

(Testimony of Roy Johnson.)

A. About the same period of time that the other one was up, either shortly before or shortly afterward.

Mr. Nourse: I now offer 3-B.

Mr. Esterman: May I ask a question before you rule on the offer?

Trial Examiner Schneider: Yes.

Mr. Esterman: Mr. Johnson, did you just state that you weren't sure whether it was this yellow one 3-B or 3-D, but that it was one of these two?

The Witness: That is what I said. Afterward I got to thinking about the reading on there, and I am sure it is the first one.

Mr. Esterman: You are sure it is 3-B now?

[745]

The Witness: Yes, I am sure.

Mr. Esterman: And not 3-D?

The Witness: 3-B.

Mr. Esterman: Did he say where that was posted?

Q. (By Mr. Nourse) Was that posted?

A. In the machine shop.

Q. On the bulletin board?

A. Bulletin board.

Q. Do you know whether it was posted any place else or not?

A. No, sir, I didn't see it any place else.

Mr. Nourse: I offer 3-B in evidence.

Mr. Esterman: I make the same objection for the record.

Trial Examiner Schneider: Objection overruled.

(Testimony of Roy Johnson.)

(Thereupon, the document heretofore marked Respondent's Exhibit 3-B for identification, was received in evidence.)

RESPONDENT'S EXHIBIT No. 3-B

[Stamp—Received Mar 27 1943 National Labor Relations Board Twenty-First Region Los Angeles]

For Wages—Conditions—Job Security

A. F. of L.

Machinists Lodge #311 Calling All

Gilfillan Employees—

[Drawing—Man with Microphone]

Years of company-union conditions—

What has it got you?

Scales of pay are disgracefully low at Gilfillan Working conditions are bad—no fair adjustment of grievances—little regard for your comfort, safety, or sanitation—straight-time work that should be overtime—pay-checks docked—no raises—a long history of forgotten promises and futile gestures, by the “union” which claims to represent your interests.

Such conditions cannot endure in the presence of an A.F. of L. union. Lodge #311 of the Machinists is made of, and run by, 3500 men and women like you. The Lodge's job is to build up and keep up fair wages and fair working conditions. Neither ill-treatment of its members nor alibis for “no-more-raises” are tolerated.

(Testimony of Roy Johnson.)

The cure needed at Gilfillan is a contract, guaranteeing A.F. of L. wages and conditions—a contract that you'll help to write, and will read and approve before it's signed.—That can and will be done, with your help. First, Lodge #311 needs your authorization to bargain for Gilfillan workers. To sign the card and mail it in costs nothing and risks nothing—it's your share in the drive to make Gilfillan a good place to work.

Don't Envy Union Wages! Organize and Get Them! Lodge #311 532 Maple Ave., L.A. (MU 2389—LU 7084)

[Drawing—Man at U. S. Mail Box.]

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Q. (By Mr. Nourse) Any others? Have you looked through them all? A. No, I haven't.

Q. When you get to one, let me know.

A. This salmon colored one I seen posted. I don't remember which billboard.

Q. That is Respondent's 3-G. And during what period was that, can you fix that more definitely? [746]

A. It showed up on the bulletin board just prior to the day they had the meeting over there.

Q. Just prior to February 17?

A. That's right. A day or two.

Q. And do you recollect which of the bulletin boards you saw it on? A. No, I don't.

Q. Have you looked through all of them now?

A. No, I haven't.



(Testimony of Roy Johnson.)

Mr. Nourse: I now offer 3-G in evidence. [747]

Trial Examiner Schneider: It may be admitted.

The Witness: I have seen other handbills, but I don't remember seeing them pasted on the board.

Trial Examiner Schneider: I didn't hear the answer.

Mr. Nourse: Will you read the answer, please?

(The last answer was read by the reporter.)

(Thereupon, the document heretofore marked Respondent's Exhibit 3-G for identification, was received in evidence.)

## RESPONDENT'S EXHIBIT No. 3-G

AF of L Machinists Lodge #311

To All Gilfillan Employees Men and Women

Now You're Cookin' With Gas!

Signed authorization cards come to the Union office in every mail! You're very much closer to Union representation, fair pay and fair treatment for Gilfillan employees. Next step is a

Gilfillan Employees Meeting

At the Woodmen Hall, 1726 Venice Blvd.

Wednesday, Feb. 17th

[Drawing.]

Purpose of meeting—to answer all questions about how Gilfillan will be made a good place to work. Union representatives will be there from 12 noon on Various shifts meet at—

1.00 PM—2:45—5:00—and 6:15 PM

This meeting is called in your interest—not the company's. Attend on your own time. Gilfillan

(Testimony of Roy Johnson.)

won't pay you for coming. Nor fine you for staying away. And—Production won't be interfered with.

[Stamped]: Received Mar 27 1943 National Labor Relations Board Twenty-First Region Los Angeles.]

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Q. (By Mr. Nourse) You mean other of the handbills which are part of Exhibit 3?

A. Yes.

Q. Did you see any of the others that are in Exhibit 3 in the plant? A. Yes, I have.

Q. What? A. Yes, I have. [748]

Q. Whereabouts?

A. All over; on the floor, in the parts basket, on tool boxes.

Q. Whose tool boxes?

A. Individual people in there. [749]

Q. How were they done?

A. Just laid on the tool boxes, or around the floor.

Q. (By Mr. Nourse) Is it true with respect to all of those Exhibits, all these hand bills that are a part of Exhibit 3, you saw them around the plant from time to time, in the manner you have described? A. Yes.

Q. What is it? A. Yes.

Mr. Nourse: I will now offer the remainder of these in evidence. [750]

Q. (By Mr. Nourse) By around the plant I

(Testimony of Roy Johnson.)

mean indoors, not out on the sidewalks but in the plant itself.

A. They weren't posted. They weren't on a billboard.

Q. No.

A. Most of them were thrown on the floors or in boxes, waste paper boxes, on top of tool boxes and benches.

Mr. Esterman: Before you rule on that offer, I would like to ask a couple of questions, if I may.

Trial Examiner Schneider: Yes.

Mr. Esterman: When Mr. Nourse asked you about whether you had seen all of these scattered about the plant, in the manner you have described, did you have in mind A.F. of L. bulletins only, or some other kind?

The Witness: Well, the A.F. of L. and there was one C.I.O. bulletin that I noticed. I looked at those two there.

Mr. Esterman: Will you show me the one you noticed?

The Witness: I am sorry, I didn't read it. All I knew it was a C.I.O. bulletin, whether it was either one of those two (indicating), I don't know.

Mr. Esterman: You don't know, then, whether respondent's Exhibit 3-E—I am showing it to you and calling your attention to the fact—was a C.I.O. bulletin or whether respondent's Exhibit 3-F was also a C.I.O. bulletin? You don't know actually whether those were scattered around the plant with the others? [751]

(Testimony of Roy Johnson.)

The Witness: No, I just made the statement I had seen one of them in the plant, scattered around.

Mr. Esterman: Well, will you show me which one? Was it one of those two (indicating)?

Mr. Nourse: If you know.

The Witness: I don't know which one.

Mr. Nourse: I will withdraw, from my offer, the two C.I.O. bulletins that are in here, but not from identification. I don't mean that. I will identify them with other witnesses. But I do offer the balance of them, which are A—— [752]

Trial Examiner Schneider: Respondent's Exhibits 3-C, D and H, will be admitted. [753]

#### RESPONDENT'S EXHIBIT No. 3-C

##### A. F. of L.

To All Gilfillan Employees—Lodge #311—A.F. of L. Machinists, congratulates the many who have sent in their signed authorization cards. To all the rest Wake Up! This is a drive to fair pay, fair conditions, fair treatment for all Gilfillan Workers. Neither teacher's pets nor phony "union" can stop it.

Lodge 311 is a labor union, existing to build up and keep up wages, conditions, job security, and war production. Members include skilled and unskilled—men and women—learners starting work at 60c to 85c per hour—craftsmen earning \$15 every eight-hour day. Their strength, bargaining power, experienced staff, are at your service. As

(Testimony of Roy Johnson.)

long as Gilfillan pays experienced workers less than learners get in Union shops, that help is needed. Until Gilfillan workers have an A. F. of L. Machinists' contract with fair pay and benefits, the drive goes on; and it may not take very long, judging by the cards sent in.

Since Every Employee Benefits by a Machinists' contract, everyone is asked to help get it. First, get in the rest of your signed authorization cards. With the cards, signed by a large number, the Lodge can be established as your bargaining agent, and negotiations begun. So—send in the cards—signers' names are kept secret—help get a better break for yourselves and for all your shopmates.

Lodge #311, International Association of Machinists American Federation of Labor 532 Maple Ave., L. A.-MU 2389

[Drawing with words: No Stamp Necessary.]

[Stamped]: Received Mar 27 1943 National Labor Relations Board Twenty-First Region Los Angeles.]

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## RESPONDENT'S EXHIBIT No. 3-D

A. F. of L.

Machinists Lodge # 311 To All Gilfillan Employees  
Who Said "It Can't Be Done"?

Who Said "There'll Be No Raises"?

"Independent" unions have to take such statements. A.F. of L. unions just go ahead and get wages and conditions. Some of you report to Lodge #311



(Testimony of Roy Johnson.)

that they are now, supposedly, getting the wage-levels which Machinists members reached 18 months ago. Why are raises 18 months late?

It's the familiar pattern of "independent" or company union moves to delay A.F. of L. organization:—low pay and no benefits—useless "independent" union—employees appeal to A.F. of L. Machinists—raises are refused—Machinists pass handbills, get signed authorizations—then sudden raises (around half large enough)—and "independent" union wants credit for getting them! Meanwhile, Lodge #311 gets rates like these (agreements concluded this week) #1: Airparts shop—Vernon—200 people—starting minimum 85c—2nd 30 days, 90c—3rd 30 days, 95c—thereafter, \$1.00 and up to \$1.50 per hour. #2—Airparts, Hollywood—120 people—starting 70c; 2nd month, 75c; 3rd month, 80c; 4th, 85c; thereafter 90c, up to \$1.50.

The drive goes on! to make Gilfillan a good place to work—with fair pay, fair benefits, and fair treatment for all Gilfillan workers. Send in the rest of your authorization cards—help win 1943 benefits and wages, thru

Lodge #311, A.F. of L. Machinists  
532 So. Maple Ave., L.A.—MU 2389—LU 7084



(Testimony of Roy Johnson.)

RESPONDENT'S EXHIBIT No. 3-H

AF of L Machinists Lodge #311  
Gilfillan Employees'  
Meeting

Friday, February 26th, 1943, meetings 1:00 to 6:30, according to shifts.

1726 Venice

This U. S. law protects you (the Wagner Act):—

“Section 7:—Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.”

“Section 8:—It shall be an unfair labor practice for an employer—‘(1) To interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Section 7.’—

‘(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.’—

The AF of L has requested your employer to recognize Machinists, Lodge #311 as your bargaining agents. We are awaiting an answer.

In the meantime, attend the meeting and find out for yourself what your next step is. Let's find out why vital production is being curtailed by lay-off of the employees. Let's plan a program for the pending election.

(Testimony of Roy Johnson.)

Let's make it unanimous—join the majority that were initiated this week.

Let's make it 100%—AF of L.

Come to the meeting and bring a shop mate.

AF of L Organizing Committee.

[Stamped]: Received Mar 27 1943 National Labor Relations Board Twenty-First Region Los Angeles.

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Q. (By Mr. Nourse) Mr. Johnson, Mr. Esterman asked you in one question if in January there wasn't a general raise throughout the plant. Now, I don't remember your answer to that. Will you say whether or not there was a general raise to everyone, all the workmen in the plant?

A. No, there wasn't to all the workmen in the plant.

Q. The fact is there was an application then pending and unacted upon to give a general raise in the hydraulic department, wasn't there?

A. There was.

Q. Which had been requested by the E.M.A. and the management from the War Labor Board?

A. That's right.

Q. And that wasn't granted until May or the latter part of April?

A. Yes, around that time.

Q. And there was also an application filed for the drill press operators for a raise for drill press operators, which wasn't granted until about a week

(Testimony of Roy Johnson.)

before last, and which counsel haven't decided whether it was really granted or not; is that true?

A. That is true.

Q. And that hasn't been put in effect yet?

A. No, it hasn't. [755]

Q. Did all the women in the plant get the same raise?

A. No, sir.

Q. Did they all get raises to men of equal length of service and doing the same work?

A. I think they did, yes, from what I hear.

Q. And your request of Mr. Sparks was that the women be given raises equal to the men as had been done in other plants, is that true?

A. That's true.

Q. And when you approached Mr. Sparks in what capacity did you approach him?

A. As an E.M.A. representative.

Mr. Nourse: Are you going to offer that contract?

Mr. Esterman: I ask that Board's Exhibit 12 be received in evidence.

Trial Examiner Schneider: Any objection?

Mr. Nourse: None.

Trial Examiner Schneider: It may be received.

(Thereupon, the document heretofore marked Board's Exhibit 12 for identification, was received in evidence.) [756]

(Testimony of Roy Johnson.)

BOARD'S EXHIBIT No. 12

AGREEMENT

This Agreement made and entered into by and between Gilfillan Bros., Inc., hereinafter called the "Company", and the Employees' Mutual Association, hereinafter called the "Association", as exclusive bargaining agency acting for and on behalf of the employees of the Company, which employees in this contract are referred to as "Employees":

WITNESSETH:

That, Whereas, the Association has heretofore been certified by the National Labor Relations Board as the organization of the employees of the Company entitled to represent said employees, and

Whereas, the Company recognizes the Association as the representative of its employees for the purposes of collective bargaining for the mutual benefit of the Employees, and

Whereas, the contract between the Company and the Association entered into under date of the First day of May, 1942 will, by its terms, expire on the First day of June, 1943, and the parties hereto desire to continue said contract in effect but under the terms and conditions hereinafter stated.

Now, Therefore, For the Purpose of Continuing in Effect the Contract Relationship Between the Company, Its Employees and the Employees' Mutual Association, It Is Agreed As Follows:

(Testimony of Roy Johnson.)

Article I.

The Association represents that the Employees of Gilfillan Bros., Inc. have organized and that their organization is the Association, and that the Constitution and By-Laws of the Association have been adopted by a majority of the Employees.

Article II.

The Company recognizes the Association as the sole representative of its Employees for the purpose of collective bargaining for the mutual benefit of the employees.

Article III.

This agreement shall become effective as of May 1, 1943, upon its acceptance by the Company and by the Association, through its duly authorized officers, and shall remain in effect for a period of one year and thereafter until thirty (30) days after one of the parties shall give ontice to the other of the termination of this contract. During said 30 day period, each of the parties hereto agrees to meet in conference with the other with the view of effecting a new agreement.

Article IV.

The Company has, and shall continue to have, the complete and exclusive right and power to manage its operations and direct the working forces, and to hire, classify, grade, suspend, discharge, discipline, promote and demote or transfer its employees. The Company agrees, however, that in the event it shall suspend or discharge any employee it



(Testimony of Roy Johnson.)

will, if requested so to do by the Grievance Committee of the Association within three (3) days after such discharge or suspension, state fully to said Grievance Committee the reasons for such discharge, and will give consideration to any reasons presented by said Grievance Committee as to why said order of discharge or suspension should be rescinded, but the Company's decision whether or not to rescind such order shall be final.

#### Article V.

The Company agrees to establish a basic minimum starting wage for beginners at the rate of 60c per hour, and that there shall be an automatic 5c per hour wage increase each and every thirty days until said Employees reach the hourly rate of 75c, at which time said Employees shall be classified into one of the existing departments of the company, and his or her then rate of pay determined after due consideration of the adaptability and individual merit of said Employee.

A schedule of the minimum wages paid within the existing departments of the Company for all Employees who have served their three-months' term in which the automatic raises are granted, as aforementioned, or for new Employees who are qualified for positions

(Page 3 of Original Starts Here)

other than novices or beginners, is attached hereto, marked Exhibit "A", and made a part hereof.



(Testimony of Roy Johnson.)

Article VI.

The Company agrees that its policy as to seniority shall be as follows:

1. In all cases of lay-offs, promotions, demotions and transfers, the following factors shall be taken into consideration:

a. Knowledge, training, ability, skill, efficiency, and conduct while on duty.

b. Length of continuous service. When Employees are relatively equal in knowledge, training, ability, skill, efficiency, and conduct, then length of continuous service shall govern.

2. An employee whose services to the Company are suspended for a period of not more than sixty days because of illness, accident or other cause which, in the judgment of the Company, is beyond the Employee's control shall not lose his seniority.

Article VIII.

As between the contracting parties (without in any way constituting an admission of the Company that the Federal Wages and Hours Act is applicable to the Company, or that the Company is bound is bound by the provisions thereof), the Company agrees to pay all employees covered by this contract overtime as set forth and provided in the Federal Wages and Hours Act and the orders and regulations promulgated thereunder, as said Act and the orders and regulations are now in effect, or as the same may be hereinafter amended.

In the event any of the rates of pay to which the parties have hereby agreed are in excess of the

(Testimony of Roy Johnson.)

rates of pay now fixed, or which may be hereafter fixed, by any Governmental proclamation, regulation or by any statute, the violation of which would subject The Company to any penalty whatsoever, then the Company shall not be obligated by any of the provisions of this contract to pay more than a rate of pay computed in accordance with such Governmental regulation, proclamation or statute; provided, however, that the Company agrees to join with the Association in filing any application or

(Page 4 of Original Starts Here)

petition permitted by law for the purpose of permitting the payment of such wages herein agreed upon as may be in excess of those fixed by any proclamation, regulations or statute.

The parties agree that if any of the terms or conditions of this contract shall be in violation of any present or future statute of Governmental regulation or order, that then such term or conditions shall be suspended during the time that said statute, regulation or rule is effective, but that the remainder of the terms and conditions of this contract shall remain binding upon the parties.

#### Article VIII.

All employees shall be paid time and one-half for work on holidays. For the purposes of this agreement the following days only shall be considered holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

(Testimony of Roy Johnson.)

Provided, however, that if any of said days is declared not to be a holiday, for the purpose of the computation of wages, by any statute or Governmental rule, order or regulation, then such day shall be excluded from the overtime provisions of this paragraph.

#### Article IX.

Each employee of the Company who has been in the continuous service of the Company for at least one (1) year prior to June 1st, 1943 shall be entitled to two (2) working days' vacation with pay during the period from June 1, 1943 to May 30, 1944.

If this contract shall be extended for a term of one year, or more, beyond April 30, 1944, and the proper Governmental authorities shall authorize the extension of the vacation periods heretofore granted by the Company to its Employees, the Company will give to each Employee, who has been in its continuous service for more than one year prior to June 1, 1944, and who has not absented himself from service to the Company for more than three (3) working days during the twelve months immediately preceding his vacation period without the written consent of the Company or proof satisfactory to the Company that his absence was due to causes beyond his control, one week's vacation with pay, said pay to be computed on the basis of the work week then in effect, but a straight time. The Company agrees to join with the Association in

(Testimony of Roy Johnson.)

making application to the proper Governmental agency for permission to grant an increase in its

(Page 5 of Original Starts Here)

vacation period as in this paragraph before mentioned.

The vacation periods provided for by this Article shall be at the discretion of the Company, but the Company will endeavor to set all vacation periods between June 1st and October 1st; provided that, in its judgment, the granting of such vacation periods shall not interfere with the production of defense materials.

#### Article X.

The Association agrees that there shall be appointed from among its members a committee of not to exceed five (5) persons who shall constitute the Grievance Committee of the Association and that the members of said committee shall have full power, by a majority vote thereof, to act for and on behalf of the Association in passing upon grievances of employees and any matters arising between the Association and the Company.

The Company agrees to appoint one or more representative who shall be empowered to act for the Company in meetings with the Grievance Committee of the Association in passing upon any grievances of Employees and any matters arising between the Company and the Association.

The Company agrees to furnish and maintain, at a suitable location within its plant, a grievance box in which any grievance of any employee, whether a

(Testimony of Roy Johnson.)

member of the Association or not, may be deposited. The Association agrees that its Grievance Committee will consider all grievances deposited by an employee in said grievance box provided the same is signed by the employee, and that it will present such grievances as in its judgment are meritorious to the representatives of the Company at the next regular meeting between said representatives and said Grievance Committee.

A meeting shall be held by the Grievance Committee and the representatives of the Company on the Second and Fourth Monday of each and every month. Employees who are members of the Association Grievance Committee shall be paid by the company at their regular hourly rate for such time as is spent by them in attendance upon joint Association and Company committee meetings.

(Page 6 of Original Starts Here)

Employees whose grievances have been presented by the Grievance Committee to the Company's representatives shall be advised by the Grievance Committee of the action taken thereon. If an Employee shall have deposited a grievance in said box and shall not be advised of the action taken thereon within 15 days of such deposit, he may deposit in said box a request for action on said grievance and if, within 20 days after such deposit, he shall not have been advised of the action thereon, he shall have the right to be personally present at the next regular meeting of the Grievance Committee and the



(Testimony of Roy Johnson.)

Company's representatives and to present his grievance in person.

### Article XI.

The Association agrees that it will not call or countenance a strike unless such strike shall have been first authorized by a two-thirds vote of all the members in good standing of the Association, which vote shall be taken by secret ballot. The Association further agrees that no strike shall be called until two weeks after the Company shall have been advised in writing of the result of said ballot, the intention to call a strike, and the reasons for said strike, and during said period of two weeks negotiations shall be held between the Company and the Grievance Committee of the Association in an endeavor to settle the dispute, and both parties agree to use every reasonable effort to arrive at an agreement which will prevent such strike.

#### Association:

MARGARET H. KENNERY

A. V. ~~BLEWEL~~ (?)

[In pencil]: ~~BLEU~~ BLEUEL

F. L. CUNNINGHAM

OTTO C. STEGNER

CARMEN FAURIA (Secretary)

JOSEPHINE DVARIZONAS

ROY JOHNSON

#### Company:

S. W. GILFILLAN Pres.

.....  
 .....



(Testimony of Roy Johnson.)

# EXHIBIT A

The Company agrees to the following rates of pay:

|                                 |         |                  |
|---------------------------------|---------|------------------|
| Screw Machine (automatic) ..... | Class A | \$1.10 to \$1.25 |
|                                 | “ B     | .95 to 1.05      |
|                                 | “ C     | .85 to .95       |
| Turret Lathe Operator .....     | Class A | \$1.10 to \$1.25 |
|                                 | “ B     | .95 to 1.00      |
|                                 | “ C     | .85 to .95       |
| Milling Machine Operator .....  | Class A | \$1.10 to \$1.25 |
|                                 | “ B     | .95 to 1.05      |
|                                 | “ C     | .95 to .95       |
| Drill Press Operator .....      | Class A | \$ .95 to \$1.00 |
|                                 | “ B     | .80 to .90       |
|                                 | “ C     | .75 to .80       |
| Inspection Department .....     | Class A | \$1.10 to \$1.25 |
|                                 | “ B     | .95 to 1.05      |
|                                 | “ C     | .85 to .95       |

Classification of Class “A”, “B”, and “C” operators on the mills, turret lathes, automatics and inspectors:

Class C—Operator who is unable to set up or sharpen tools and provides tools for checking work.

Class B—Operator capable to make set ups, sharpen tools, check work and has sufficient precision tools to operate machine and check work.

Class A—Operator capable of grinding all tools, make his own set ups and has complete set of tools for operating machine and checking work.

The Company reserves the right to designate what type of tools are necessary for operator to operate machine and check work.

Burr and Filing Department.....Class A \$ .75 to \$ .80

Sanders and Buffers ..... Class A | \$ .80 to \$ .85 |

## (Testimony of Roy Johnson.)

|                                 |         |                  |
|---------------------------------|---------|------------------|
| Bench Precision Assemblers..... | Class A | \$1.05 to \$1.20 |
|                                 | “ B     | .90 to 1.00      |
|                                 | “ C     | .80 to .90       |
| Radio Assemblers .....          | Class A | \$1.05 to \$1.20 |
|                                 | “ B     | .90 to 1.00      |
|                                 | “ C     | .80 to .90       |
| Electrical Assemblers .....     | Class A | \$ .90 to \$1.05 |
|                                 | “ B     | .85 to .90       |
|                                 | “ C     | .75 to .80       |

The set up men in the machine shop to receive at least \$.10 per hour more than the top men under them, and Foremen and Foreladies to receive at least \$.15 per hour more than their set up of top man.

Swing Shift employees shall receive \$.08 per hour more than day shift employees. Night Shift employees shall receive \$.05 more per hour than the day shift employees.

Any worker not having been taken into consideration in this contract shall have the opportunity of having a committee of E. M. A. members and the Company meet together so they can have a fair scale of wages set to compare favorably with what Industry is paying.

Q. (By Mr. Nourse): I show you Respondent's Exhibit 11 for identification and ask you what that is?

A. This is an agreement entered into by the Employees Mutual Association and the Gilfillan Bros. to extend the contract for a period of 30 days; namely, to June 1, 1943.

Q. Was it signed on the date it bears, April 29, 1943? A. Yes, sir, it was.

Mr. Nourse: I now offer that as Respondent's Exhibit 11.

(Testimony of Roy Johnson.)

Trial Examiner Schneider: It may be admitted.

(Thereupon, the document heretofore marked Respondent's Exhibit No. 11, for identification, was received in evidence.)

### RESPONDENT'S EXHIBIT No. 11

This agreement entered into April 29, 1943 at Los Angeles, California.

Gilfillan Bros., Inc. and Employees Mutual Association agrees to extend the present contract which terminates April 30th, 1943, for a period of 30 days, namely, to June 1st, 1943.

All persons receiving increases in wages at the signing of new contract, their increases in wages will be retroactive to May 1st, 1943.

Member of E.M.A. Delegates

JOSEPHINE DVARIZONAS

FRED G. STECK

OPAL SIGERSON

OTTO C. STEGNER

CARMEN FAURIA

F. L. CUNNINGHAM

A. V. BLUEL

ROY JOHNSON

J. G. GILFILLAN

4/29/43

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Mr. Nourse: At the request the Examiner made during the recess I now offer to read into the record the following, which I will first show to counsel for the Board, which is from an agreement between

(Testimony of Roy Johnson.)

Gilfillan Bros. and Employees [757] Mutual Association, dated April 24, 1942.

I have shown the matter to be read into evidence to Mr. Esterman. Mr. Esterman, have you any objection?

Mr. Esterman: No objection.

Mr. Nourse: Article V. "This agreement shall be and remain in force the period of one year from the date hereof and shall expire on the 30th of April, 1943."

Trial Examiner Schneider: What is the document from which you are quoting that?

Mr. Nourse: An agreement entitled: "Agreement entered into between Gilfillan Bros., Inc. and the Employees Mutual Association," dated the 24th day of April, 1942, signed by Albert Zapf, L. M. Pfleger, Lillian Cornell, I guess it is, Alfred L. Askey, Leroy Halloran, Roy Johnson, and L. Gianini, on behalf of the representatives of E.M.A.; S. W. Gilfillan, Gilfillan Bros., Inc. [758]

### Redirect Examination

By Mr. Esterman:

Q. You said, Mr. Johnson, that the women got this increase from what you hear. Isn't that right, isn't that what you said?

A. I didn't look at their checks; they tell me that.

Q. You heard about it?

A. They tell me that.

Q. Were you speaking of the increase of sometime in January when you told that to Mr. Nourse?

(Testimony of Roy Johnson.)

Is that what you had in mind, the increase sometime in January, 1943?      A. Yes. [759]

Q. (By Mr. Esterman): Did that change come about as the result of any bargaining between the E.M.A. and the company?

A. Yes, we asked for that raise, so in a way we asked for the raise prior to the time that it was given.

Q. Prior to January?

A. I couldn't recall what the dates were.

Q. If you asked for it, it must have been prior to the time it was given.

Mr. Nourse: He says so.

The Witness: When you asked if it was in January, it might have been in December.

Q. (By Mr. Esterman): I see. Who was "we"?      A. The E.M.A.

Q. Was it a committee?

A. No, it wasn't. It was myself acting as a committee of one. It wasn't any more than one person. [761]

Mr. Esterman: Well, if he wants to say there was a meeting at which he was the E.M.A. representative, let him say so. I want to know if there were any meetings between [762] the company and the E.M.A., by its officers, for the purpose of discussing wage increases for women, and specifically the wage increases which took place in January. I think that is a plain question.

The Witness: Well, I talked to Mr. Sparks myself about it.

(Testimony of Roy Johnson.)

Q. (By Mr. Esterman): Did you have a meeting with him?

A. I don't know what you mean by the word "meeting".

Q. How did you come to talk to him about it? This is important to me, I would like to know.

A. I walked into his office and talked to him about it.

Q. Had you made arrangements to discuss it with him before? A. No.

Q. You just went in, and you said to him, "How about increases for the women", something like that?

A. I don't remember what the conversation was exactly about, but—I think it was more or less explained that other plants were paying equal money for women and men alike.

Q. By you? A. That is right. [763]

#### Recross Examination

By Mr. Nourse:

Q. You went into see—I am talking about the wage increase for women. Had you had any requests from women members of the E.M.A. that you take that matter up? A. Yes.

Q. And you went in there. Were you then president of the E.M.A.? A. I was.

Q. Was that fact known to Mr. Sparks?

A. He knew it—I presume he knew it.

Q. Did you tell him that you were coming there to present that request, on the part of the members?

A. Words to that effect.



(Testimony of Roy Johnson.)

Q. I mean, in substance. A. Yes.

Q. And you don't know what operated on his mind or on the company's mind when it gave raise?

A. No, sir. [764]

Q. (By Trial Examiner Schneider): What did Mr. Sparks say when you presented your request?

A. He said he would think it over and let me know later. [765]

Q. What was the next you heard about the matter?

A. Well, the next I heard about the matter was some—that some of the people were going to get a raise in the machine shop department.

Q. Did Mr. Sparks indicate to you, in your conversation, that a raise would be given?

A. No, he didn't. He said he would think it over.

Q. Did you ask him, did you suggest to him what the amount of raise should be?

A. At the time I was in talking to him I made the statement that in other plants men and women were both, at that time, starting at 60c an hour, and they didn't discriminate between the 50c and 60c.

Q. And what was the wage increase which was subsequently granted?

A. Well, the automatic raise period went in shortly after that.

Q. Well, were the raises, which were subsequently granted, in accordance with your requests?

A. Not entirely.

(Testimony of Roy Johnson.)

Q. In what respect did they differ?

A. I think at that time that I put the request through, that other matters in the machine shop was taken up, or the turret lathes, and I don't think that any action was taken on that at that time. [766]

Q. Well, now, in what manner did you hear or how did you come to learn that raises were granted after your request? What was the source of your information?

A. I am trying to think who told me. It was either Mr. Nevins or Mr. Cramer. I believe it was Mr. Cramer. That is the best belief I have at this time.

Q. Do you have any recollection where he told you, where it was?

A. In the machine shop.

Q. In the machine shop?

A. Yes, when I was working.

Q. Did he just come up to you and tell you that certain raises were granted? A. That's right.

Q. Up to that time did you have any further talk with Mr. Sparks?

A. Not about that matter, no.

Q. Then all you know about it is you went in and made a request to Mr. Sparks, and the next thing you knew was that Mr. Cramer, you said, came up to you in the shop and told you that certain raises had been granted? A. Yes. [767]

Q. (By Trial Examiner Schneider): While you were leadman did you ever discharge any employees?

(Testimony of Roy Johnson.)

A. No, sir, I never did. I never was a leadman; I was only in there on a temporary basis, and I never was a leadman.

Q. Did you ever hire any employees while you were in that department? A. No.

Q. Did you ever make any recommendations that anyone be discharged or hired?

A. No, sir.

Q. Did you ever make any complaints to any of your superiors with respect to persons who were working on machines on which you were doing set up?

A. If I did I can't rememer of any. [773]

Q. Did any of the employees for whom you did set-up, or instruct them while you were temporary leadman——

Mr. Nourse: The Examiner's voice is very, very low.

Trial Examiner Schneider: I am very sorry. Will you read what we have?

(The last question was read by the reporter.)

Q. (By Trial Examiner Schneider) ——ever come to you and ask you for a raise?

A. I have had several of them come to me and tell me they had asked for a raise, gone to Mr. Hoenes, and if he said anything to me, would I put in a good word.

Q. While you were temporary leadman, did any of the persons on machines in your charge perform unsatisfactory work?

(Testimony of Roy Johnson.)

A. Yes, there is always a case where someone is misreading a micrometer, or misreading a print, or doesn't put it in the jig right, that you have to show them, especially the new people that you get from the burr department, they don't have any tools, you have to continually watch them.

Q. What do you do in a case like that? What did you do in a case of that kind?

A. Show them how to do it right.

Q. Did any of them persist in not doing it right after you had instructed them? A. No, sir.

Q. Did you ever report to your superiors any of the people [774] on the machines under you or in your charge who were performing unsatisfactory work? A. I don't remember of any time.

Trial Examiner Schneider: I think that is all.

Q. (By Mr. Nourse): As a matter of fact, how often was Mr. Hoenes, while you were there, up and down around those machines, how often during a shift?

A. Sometimes he was over at my place half the night, sometimes he would be around every half hour, every hour.

Mr. Nourse: That is all. [775]

Mr. Nourse: At this time, if the Trial Examiner please, the record being now complete as to the matter of the contract involved here, I renew the motion to dismiss this proceeding, insofar as it affects the contract in effect. [776]

Trial Examiner Schneider: I will deny the motion. [777]

MYRTICE DE SHAZO

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Esterman:

Q. Your name is Myrtice De Shazo, is it not?

A. Yes.

Q. And you live where?

A. 1414 Constance.

Q. You will have to speak up so those gentlemen over there can hear you. A. 1414 Constance.

Q. Los Angeles? A. Yes.

Q. What is your work? A. Now, or was?

Q. Now.

A. Now I am working at the Auto Club as biller.

Q. That is the Southern California Auto Club?

A. That is right.

Q. You were, at one time, employed by Gilfillan Bros., [781] were you not? A. That is right.

Q. And you were one of the girls who was discharged on February 22, 1943? A. Yes.

Q. Now, when did you go to work for Gilfillan Bros.? A. November 24.

Mr. Nourse: November 24?

The Witness: November 24.

Q. (By Mr. Esterman): 1942?

A. That is right.

Q. And you were on the 2:30 to 11:00 shift, were you not? A. Yes.

Q. That was all the time you were employed there? A. Yes.

(Testimony of Myrtice De Shazo.)

Q. Who was your immediate superior?

A. Margaret Goebel.

Q. You were in the burring department?

A. That is right.

Q. While you were there did you work on the buffing machine at any time? A. Buffer, yes.

Q. Or the sander? A. Yes.

Q. Did you work on the drill presses? [782]

A. Yes.

Q. Did you work on any other machinery in the machine shop? A. I believe not.

Trial Examiner Schneider: The answer is no?

The Witness: That's right.

Q. (By Mr. Esterman): Your starting rate of pay was what? A. 53 cents.

Q. Per hour? A. Per hour.

Q. Did you receive any increases while you were there?

A. Yes, a 20 cent raise, which I think was general, at least, in the burring department.

Q. And you received that approximately when, if you know?

A. See, it was either in January or February, the exact date I don't remember. The raise was given while I was out from work.

Q. Were you away from work for a period of time?

A. From about the 18th of January until about the 15th of February, due to illness and death in my family.



(Testimony of Myrtice De Shazo.)

Q. And the increase was given in your absence?

A. Yes.

Q. You came back to work on what date, then?

A. February 15.

Q. That was at 73 cents an hour? [783]

A. 73, yes. [784]

Q. (By Mr. Esterman): Please speak up, Mrs. De Shazo. Did you become a member of the E.M.A.? A. Yes.

Q. Would you state when or approximately when?

A. In November; the exact date, I don't remember.

Q. In 1942?

A. About the 27th. Yes, just a few days after I had gone to work there.

Q. Will you relate the circumstances under which you joined [787] the E.M.A.?

A. There was a meeting posted, a notice of a meeting of the E.M.A., and I asked what the E.M.A. was. And Marjory told me it was a company association for the employees, and suggested I go up and talk to Buck up at the tool crib. I don't know what Buck's other name was; never did know. But I didn't go at that time, and he sent word back there for me to come back to the tool crib, and I went back there and asked him what he wanted.

Mr. Nourse (Interrupting): Objected to as hearsay. Certainly no showing that Mr. Buck is a leadman or anything, other than an employee about equal with this one.

(Testimony of Myrtice De Shazo.)

Q. (By Mr. Esterman): Don't relate any conversation with Mr. Bucknell. Tell us what you did.

Mr. Nourse: I ask it be stricken, the portion she has stated; just pure hearsay.

Mr. Esterman: You mean as to Bucknell's statements?

Mr. Nourse: Yes.

Mr. Esterman: Yes, I concur in that. [788]

Trial Examiner Schneider: Very well, it may be stricken.

Q. Yes. What did you do?

A. I went over to the tool crib and gave him the 25 cents; came back and went back to work.

Q. Now, calling your attention to the time when you returned to work, after your absence which you stated was on February 15th—— A. Yes.

Q. ——at or about that time did you have a conversation with Marjory Goebel on the subject of the E.M.A.? A. She——

Mr. Nourse (Interrupting): Just a minute. Just answer that yes or no, please.

Mr. Esterman: Yes.

The Witness: Yes, I did.

Q. (By Mr. Esterman): All right. Now give counsel a chance to object, if he intends to.

Will you tell us where you had this conversation with her?

Mr. Nourse: Well, that is preliminary. [789]

Q. (By Mr. Esterman): Go ahead.

A. In the department, in the burring department at the table where we were working.

(Testimony of Myrtice De Shazo.)

Q. Was anyone else present, besides you and she?      A. Yes.

Q. Well, did anyone else take part in the conversation?      A. Not that I remember.

Q. You mean there were people around working at their benches?

A. Yes, there were four or five of us at the table.

Q. Will you tell us what was said at that time?  
Mr. Nourse: Objected to as calling for hearsay.  
Trial Examiner Schneider: Overruled. [790]

Q. (By Mr. Esterman): You may answer.

A. She asked me if I was paid up in my E.M.A. dues. I told her I wasn't, and I wasn't going to pay any more. She said I had no reason to object, the only meeting I had been to I won a bond, and that was enough to pay my dues for a year.

Q. Was that about the conversation?

A. Just about.

Q. I think you have testified that you were off beginning sometime in January. What was that date?

A. About the 18th of January, until about the 15th of February.

Q. There has been testimony that sometime in the early part of January there were some A. F. of L. machinists organizational activity around the plant, around the premises. Did you participate in that activity?      A. Yes.

Q. Will you relate to what extent, please?

A. I passed out the cards that were given to me,

(Testimony of Myrtice De Shazo.)

and, of course, talked the matter over all the girls.

Q. Well, now, what cards did you pass out, please?

A. They were little membership cards that were given to me, that we were supposed to sign and turn in and ask the union to represent us.

Q. Those were machinists' cards?

A. Yes, that is right. [791]

Q. You obtained those from the organizer?

A. Beg pardon?

Q. You obtained those from the machinist organizer? A. Yes.

Q. Where did you pass out these cards?

A. Just outside where we ate our lunch, to the girls while we were outside eating.

Q. During the lunch hour? A. Yes.

Q. And do you know how many of those you passed out?

A. Not exactly, I would say about 25, 15 to 25.

Q. That was over what period of time? By that I mean was it over a period of weeks or days, or what? A. No, it ran about two days.

Q. Did you attend any E.M.A. meeting?

A. One.

Q. Do you know which one that was?

A. No, I don't know the exact date.

Q. Well, was it before you were off?

A. Oh, yes.

Q. Or after? A. Before.

Q. Was it in January?

A. It must have been in January.

(Testimony of Myrtice De Shazo.)

Mr. Nourse: Just a moment. I think you better give [792] the witness a chance to consider that. I think she was off during the period of the January meeting.

Q. (By Mr. Esterman): Well, as a matter of fact, the record shows— —

A. I don't remember the date.

Q. Just a moment. The record shows, Mrs. De Shazo, that there was an E.M.A. meeting the first part of January, I believe the first Monday. Now, after my telling you that, does that help you recall when you attended the meeting?

A. The first of January?

Q. The first part of January.

A. The first part of January?

Mr. Nourse: I am wrong. I beg your pardon.

Q. (By Mr. Esterman): Does that sound like about the time, the first part of January?

A. Yes.

Q. And that is the meeting that you attended?

A. Yes.

Q. Now, you recall the meeting was scheduled for about 5:30? A. Yes.

Q. And calling your attention to the afternoon of that day, that is the evening of that meeting, will you tell me whether you had a discussion with Marjorie Goebel regarding the E.M.A.?

A. Yes, I walked over to the meeting with her.

[793]

Q. All right. Now, tell me what your conversation with her was at that time.

(Testimony of Myrtice De Shazo.)

Mr. Nourse: Objection. Calls for hearsay.

Trial Examiner Schneider: Same ruling.

The Witness: Shall I proceed?

Q. (By Mr. Esterman): You can answer.

A. I asked her if we were going to be docked for the time we were over there, and she said she wasn't sure, she didn't know, but supposed that we would be, just as we had been docked for the time we were at banquets, a banquet.

Q. Was there any discussion between you as to whether or not attendance was voluntary or compulsory?

A. I asked her before we started over there if we had to attend, and she said yes.

Mr. Esterman: I show you a business reply card.

Mr. Nourse: Pardon me for interrupting. You were going to let these other witnesses know by 10:00 o'clock whether you wanted them down here.

Mr. Esterman: Yes. Can we have them?

Mr. Sparks: May I be excused?

Trial Examiner Schneider: Yes.

Q. (By Mr. Esterman): I show you Board's Exhibit No. 13, [794] for identification, being a business reply card addressed to the International Association of Machinists, and ask you if this is your signature on the reverse side, Myrtice De Shazo? A. Yes.

Q. And was it signed by you on the date it bears, January 14, 1943? A. Yes.

Q. And was it mailed by you to the addressee on the card? A. Yes.



(Testimony of Myrtice De Shazo.)

Mr. Esterman: I offer this in evidence. I don't concede that there is any limitation here, since it says she was employed in the burring department.

Trial Examiner Schneider: Any objection, Mr. Nourse?

Mr. Nourse: No.

Trial Examiner Schneider: Mr. Wilson?

Mr. Wilson: No objection.

Trial Examiner Schneider: It may be received.

(Thereupon the document heretofore marked for identification as Board's Exhibit No. 13, was received in evidence.)

BOARD'S EXHIBIT No. 13

[Postcard]

[Stamped]: 10 Los Angeles Calif Jan 11 11 PM  
1943

[In cut]: Postage Will be Paid by Addressee  
Business Reply Card

First Class Permit No. 16049, Sec. 510, P. L. & R.,  
Los Angeles, Calif.

International Ass'n of Machinists, Local 311

Room 100 Labor Temple

532 Maple Avenue

Los Angeles, California

John V. Cralley

Business Agent

Authorization for Representation Under the  
National Labor Relations Act

I, the undersigned employee of the (Print full  
name of Company) Gilfillan Bros Inc employed as

(Testimony of Myrtice De Shazo.)

(Print your occupation or a description of your job)  
Burring Dept at (City) Los Angeles (State) Calif  
(Location of shop) Venice Blvd. Home address  
1414 Constance St. L. A. hereby authorize the Inter-  
national Association of Machinists, or the Los An-  
geles Metal Trades Council, affiliated with the  
American Federation of Labor, to represent me  
and, in my behalf, to negotiate and conclude all  
agreements as to hours of labor, wages and other  
employment, conditions in accordance with the pro-  
visions of the National Labor Relations Act of  
July 5, 1935.

The full power and authority to act for the under-  
signed as described herein supersedes any power or  
authority heretofore given to any person or organ-  
ization to represent me, and shall remain in full  
force and effect for one year from date and there-  
after, subject to thirty (30) days written notice of  
my desire to withdraw such power and authority  
to act for me in the matters referred to herein.

(Date) 1-14-43

MYRTICE DE SHAZO

(Signature of employee)

JACK DE SHAZO

(Witness)

[Union Label]: 41

[Stamped]: Check Shift 1st - 2nd - 3rd

(Testimony of Myrtice De Shazo.)

Q. (By Mr. Esterman): May I refer you back for a moment to your testimony about the extent of your A. F. of L. activity. How did you obtain the cards that you passed out outside the Gilfillan plant?

A. I called the Temple, they referred me to Mrs. Volz, and [795] I talked to her.

Q. You were referred to Mrs. Volz?

A. Yes.

Q. You mean you called the Labor Temple and they told you to talk with her? A. Yes.

Q. Go head.

A. And she agreed to bring me the cards. May I say why I called her? Is it necessary? But, anyway, I called her because I was dissatisfied and I called her and discussed the matter with her.

Mr. Nourse: I guess you did, whether you may or not.

Q. (By Mr. Esterman): If you will just try to answer the question, I will try to think of the next question while you are answering the last one.

You were, in fact, one of the first people to be active on behalf of the Machinists, weren't you?

A. Yes, I understand so.

Q. You are here on a subpoena, are you not?

A. Yes.

Mr. Esterman: That is all.

#### Cross Examination

By Mr. Nourse:

Q. Was there a bond sold or auctioned off, or raffled off at the meeting you attended?

(Testimony of Myrtice De Shazo.)

A. I wouldn't say raffled off; it was given by the number [796] that we drew as we went in the door.

Q. That was in December, wasn't it, the first Monday in December?      A. In December?

Q. Yes.

A. I don't know my dates exactly on what time that meeting was; I can't answer that, because I don't know.

Q. If I told you there was none auctioned in January, or drawn in January, and one was in December, would that help you any?

A. It was either in January or December.

Q. What?

A. It was either January or December. I have the bond.

Q. How many people were at the meeting?

A. I haven't the faintest idea.

Q. Give me your best judgment.

A. As to how many people was at the meeting?

Q. Yes, where you won this—was it a \$25.00 bond?      A. \$25.00 bond.

Q. How many people were there?

A. I guess 150.

Q. 150 altogether?      A. Yes.

Q. Did you know how many were employed in the plant at the time? [797]      A. No.

Q. Would you know approximately?

A. No.

Q. You knew it was considerably over 300, didn't you?

(Testimony of Myrtice De Shazo.)

A. Yes. There was a large personnel there.

Q. What?

A. There was a large personnel there. I don't have any idea how many was there.

Q. Right in the working portions of the plant you knew there were over 300? A. Yes.

Q. And did it occur to you when you got there that there were only 150; that 150 more, at least, weren't doing what they were compelled to do, to attend that meeting?

A. No, because I didn't know how many were employed there.

Q. You knew there were over 300, you just said.

A. Uh-huh.

Mr. Esterman: I didn't hear her say anything to that.

The Witness: Yes, I answered that.

Q. (By Mr. Nourse): It never occurred to you that at least half the plant were disobeying orders and not going, did it? A. No, it didn't.

Q. Still, Miss Goebel had just said to you it was compulsory that they go?

A. You are right. [798]

Q. Did you think she meant that that was a union rule of the E.M.A., that members had to go?

A. I don't think I even thought about it.

Q. You didn't pay any attention to what she said at all?

A. I just remember her telling us we should go.

Q. It made no impression on you, and you didn't act? A. Act how?

(Testimony of Myrtice De Shazo.)

Q. You didn't go because she told you that, did you?

A. Yes, I went because she told me that.

Q. I thought you said she told you that on your way over?

A. We discussed the matter before we left the building.

Q. You testified that she told you that on the way over.

A. Yes. But I didn't say we hadn't discussed it before then.

Q. Now, you say you testified she told you before you started and repeated it on the way over?

A. You are right.

Q. But you didn't think a thing about it, as to whether she meant it was the E.M.A. rules or company rules?

A. No.

Q. And it never occurred to you when you got there that there were only 150 out of 300 there, that didn't register to you as being odd at all?

A. No.

Q. So you didn't think it was the employees that had to go? [799]

A. Who else would go but the employees?

Q. What?

A. Who else would go but the employees?

Q. Too much street-car noise outside.

A. Maybe I don't understand.

Trial Examiner Schneider: Read the question and answer, please.

(The record was read by the Reporter.)



(Testimony of Myrtice De Shazo.)

Q. (By Mr. Nourse): Well, it might be limited to union members, E.M.A. members, might it not?

A. Yes.

Q. And did you think that the meeting was limited to E.M.A. members?

A. I don't remember even thinking about it.

[800]

Q. (By Mr. Nourse) Now, were you put on an A. F. of L. committee? A. No.

Q. You were told to pass the cards out in the plant? A. In the plant? No.

Q. You did? A. Not in the plant.

Q. Well, now, this alleyway that you speak of—— A. Is that part of the plant?

Q. ——is inside the walls of the building, but it is open overhead and it is just a little spare between two buildings?

A. If that is considered part of the plant, I will say yes.

Q. And employees, from both buildings, congregated there? A. Oh, Yes. [804]

Q. At the meal hours?

A. Both buildings—we don't have the same alleyway in mind. Just as you come in there was a guard stationed there, there was an open space with benches on both sides, and then into the plant, and then there was an alleyway. I am talking about the first place.

Mr. Esterman: Just inside the entrance?

The Witness: Yes.

(Testimony of Myrtice De Shazo.)

Q. (By Mr. Nourse) Just inside the guard place? A. Yes.

Q. You would go out there to eat lunch?

A. Yes. [805]

Q. Now, when you were off from the 18th of January to the 17th of— A. 15th.

Q. To the 15th of February, you didn't come back to the plant at all, you were home on your own business? A. Yes.

Q. Now, was your first activity for the A. F. of L. when you signed a card for them to—an authorization card, was that the first thing you did? A. The first thing I did?

Q. Yes. A. Yes.

Q. That was the first thing you did? [808]

A. Yes.

Q. And you didn't pass out any cards or have any other activities until you had authorized them as your representative, did you?

A. I don't understand exactly what you mean.

Q. You signed an authorization card?

A. Yes.

Q. You signified your intention and desire to join the A.F. of L., or for them to represent you, rather? A. Yes.

Q. Now, was it after that that you started your activity, you have testified to, for the A.F. of L.? A. Yes.

Q. Now, you returned on February 17th—  
Mr. Wilson: 15th.

Q. (By Mr. Nourse) The 15th, rather. What did you do after that, if anything?

(Testimony of Myrtice De Shazo.)

Mr. Esterman: With reference to what?

Q. (By Mr. Nourse) To any union activities.

A. Outside of talking, nothing.

Q. Then on how many days did you hand out cards?

A. I am not—I don't remember exactly the number of days; I would say it covered two days.

Q. What is it?

A. Two days would cover the time I gave the cards out. [809]

Q. May I call your attention that you didn't sign the card to the A.F. of L. until the 14th of January? A. Yes.

Q. I want to be sure I am right. That is right?

A. That is right.

Q. 14th of January? A. Yes.

Q. And then you weren't in the plant from the 15th of— A. (Interrupting) 18th.

Q. 18th. So it was only in those two days between the 14th and the 18th that you had any activity in passing out any cards?

A. Yes, sir. [810]

#### Redirect Examination

Q. (By Mr. Esterman) Do you remember your discussion with counsel about the E.M.A. meeting when you estimated about 150 people were there, and he asked you whether it occurred to you that the other 150 might be disobeying orders by not coming over? Do you remember that discussion?

A. Yes.

Q. Now that you have thought it over, does it

(Testimony of Myrtice De Shazo.)

occur to you that the other 150 might have been home in bed sleeping?      A. It could have been.

Q. It sounds reasonable? [816]

A. Because that was the evening shift.

#### Recross Examination

Q. (By Mr. Nourse) This meeting was held right in between the two shifts, wasn't it?

A. 5:30 in the afternoon.

Q. You had a day shift, that is, the men that worked from 6:00 in the morning until 6:00 at night, didn't you?

A. I don't know. I don't know when they worked. There were men there, yes.

Q. And they had the night shift that went from 6:00 p.m. to 6:00 a.m., and your shift, that is, the one you were on, went from 2:30 to 11:00, is that right?      A. Yes.

Q. So the only shift that could have been home sleeping was the shift you relieved, which was the first, called the first shift? The eight-hour shift that got off at 2:30, is that right?

A. That is right.

Q. There were about an equal number on that shift as there was on yours?

A. I think there was more on the day shift than on the evening shift.

Q. More?      A. Yes. [817]

Q. Not many more?

A. I don't know. I wasn't, never was there during the day. [818]

(Testimony of Myrtice De Shazo.)

Q. (By Trial Examiner Schneider) What did Marjory Goebel do?

A. What do you mean, do?

Q. What was her job?

A. To keep us all working and keep us on the benches.

Q. Well now, when you came to work at 2:00 o'clock—that is the time you started?

A. 2:30.

Q. 2:30? A. 2:30.

Q. Well, what did you do first?

A. When we went in?

Q. Yes. A. Stamped the clock. [819]

Q. Then what?

A. Back to the department.

Q. And then?

A. And worked, started burring or whatever work we were appointed to do.

Q. At every time when you started to work, was there always work left over from the day before for you to take up and proceed with?

A. You mean from the day shift or from the work we had been doing?

Q. The work you had finished, that you had worked on the day before?

A. No, we carried on from the day crew, from what they were doing, onto the night work. [820]

Q. Were you always performing the same job when you worked on the burr bench?

A. No.

Q. How did you get from one job to another one?

(Testimony of Myrtice De Shazo.)

A. Margie would come and tell us, and we would walk over there.

Q. What would she say to you?

A. Just go to work at sanding machine, or go over and chase threads, whatever it was she wanted us to do.

Q. Did anyone else other than Marjorie ever tell you to make those changes? A. No.

Q. Did you ever work any place else in the plant other than on the burr bench?

A. In the plant?

Q. Yes.

A. I worked at the first or second machine, I don't know just which machine it was, on the drill press, for Mr. Nelson, when he came over to ask for a girl to help him.

Mr. Esterman: I can't hear what you are saying, and I don't think the Reporter can, either.

Trial Examiner Schneider: Read the answer, please.

(The last answer was read by the Reporter.)

Q. (By Trial Examiner Schneider) Mr. Nelson came over at least once? [821]

A. There was several times.

Q. And asked for girls, and were you assigned to help him? A. Yes.

Q. Who came to you and told you that you were to go to Mr. Nelson? A. Margie.

Q. What did she tell you, do you remember what she said? A. Go to Mr. Nelson.



(Testimony of Myrtice De Shazo.)

Q. And were you ever sent by Mr. Nelson, after you had worked for him, back to the burr bench?

A. When we would finish the job he would tell us to go back there, if that is what you mean.

Q. What did you do when you went back to the burr bench, what was the first thing you did after you got in the department?

A. Go to Margie and ask her what she wanted us to do.

Q. What would she do?

A. She would tell me where to go to work, on what bench, or sander, or wherever she wanted me to work.

Q. How long was Marjorie in that department while you were working there on the burr bench?

A. She was there when I started, and she was there when I left.

Q. Do you remember how you were introduced to her?

A. Yes, one of the guards took me back and said, "This is [822] Margie, and she will show you what to do."

Q. And then she assigned you to work?

A. Yes.

Q. Did you know of her ever telling anyone that she was discharged?      A. No.

Q. Did you ever hear her reprimand anyone?

A. No.

Q. Did you ever know her to hire anybody?

A. No.

Q. What did you consider her position to be in relation to your own?

(Testimony of Myrtice De Shazo.)

A. As forelady of the department.

Q. Did you consider her to be your superior?

A. Yes.

Q. Did you feel obligated to follow any instructions which she gave you?      A. Yes.

Q. Did you ever disobey any instruction which she gave you?      A. No.

Q. Did you ever ask for a raise while you were working there?

A. The head of the department, no. The head of the company.

Q. You never asked anyone there for a raise?

A. I asked Margie to turn in my name for a raise, and she [823] gave it to Mr. Foley, and it was put down in a little book.

Q. (By Trial Examiner Schneider) What happened to that request? Did you get a raise?

A. I never heard anything about it.

Mr. Esterman: What?

The Witness: I never heard anything about it.

Q. (By Trial Examiner Schneider) What did Marjorie say when you asked her to turn in your name? Do you remember?      A. No.

Mr. Nourse: What is the answer?

The Witness: No.

Mr. Nourse: She doesn't remember?

The Witness: I don't remember.

Q. (By Trial Examiner Schneider) Did you ever know of anybody to disobey any instructions that Marjorie gave?      A. No. [824]

Q. (By Mr. Nourse) The instructions that

(Testimony of Myrtice De Shazo.)

Marjorie gave you were what piece of material to work on, and if you didn't know how to do it, how to do it; is that right?      A. That's right.

Q. And that was the extent of her instruction except if someone else asked for you, she would say, "Well, Nelson wants you," or somebody else; isn't that it?      A. Yes.

Mr. Nourse: That is all.

Q. (By Mr. Esterman) She didn't give you any choice as to whether you were to go with Nelson or not, did she?      A. No. [825]

Q. You were hired in the personnel department, weren't you?      A. Yes.

Q. As far as you know, did you ever see or hear anyone being hired in any other place but the personnel department?      A. No.

Mr. Esterman: That is all.

Mr. Nourse: One question I want to ask.

Q. (By Mr. Nourse) You didn't ask for any choice, did you, as to where to go if Margie said, "Nelson wants you," or somebody wants you—you didn't ask for any choice?

A. At one time I asked to go with Mr. Nelson, and she wouldn't let me go, she told me to stay on the burr bench.

Q. She had work for you?      A. Yes.

Q. Now, Foley was the leadman on the burr bench in the day time, wasn't he?

A. I suppose you could call him leadman.

Q. In other words, he had the same job that Marjory had at night?      A. Yes. [826]

(Testimony of Myrtice De Shazo.)

Trial Examiner Schneider: Do you know how and by whom the girls were selected to go from the burr bench to other work in the plant?

The Witness: I understand that the person that wanted them asked for certain girls to go to work on the machines, or otherwise.

Trial Examiner Schneider: That is all.

Q. (By Mr. Nourse) You didn't understand who he asked first, or any procedure that came before you were requested to leave the bench and go any place else, you don't know what transpired before that, do you? A. Oh, no. [828]

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### LORETA SCHWERTFEGER,

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

#### Direct Examination [850]

Q. Now, calling your attention to a time about August or September, 1942, was there any change in your status at that time? Do you understand my question? A. Yes.

Q. Was there any change in your status while you were in the inspection department?

A. Inspection department?

Q. Yes.

A. Well, I became more or less—helping the girls in the inspection department.

Mr. Esterman: I didn't hear it.

(The answer was read.)

(Testimony of Loreta Schwertfeger.)

Q. (By Mr. Esterman) Were you given a title? A. No.

Q. Were you made a lead girl?

A. Well, I don't know whether I would be a lead girl or not. I just, more or less, helped the girls get their gauges and their bueprints, and their jobs.

Q. Weren't you reclassified? Weren't you classified as a lead girl at that time?

A. I don't know. [852]

Q. You don't know? A. No.

Q. What were you classified as when you did this, that is, showed the girls what to do?

A. Well,—

Mr. Nourse: If she knows.

Mr. Esterman: I am sure she knows. I am trying to help her remember.

Mr. Nourse: You mean on the company records?

Mr. Esterman: In her mind.

Mr. Nourse: I will be very glad to look it up, if you want it and show you exactly what the company's records show.

Mr. Esterman: I want her to tell me.

The Witness: I don't know.

Q. (By Mr. Esterman) Didn't you think you were a lead girl in that department?

A. Well, I was just more or less helping out.

Q. Will you try and answer my question? I asked if you thought you were a lead girl?

A. I said I don't know.

(Testimony of Loreta Schwertfeger.)

Q. You don't know what you thought, is that it?

A. I was just working and helping the girls.

Q. Did you ever tell anybody that you were a lead girl in the inspection department?

A. Some of them asked me if I thought I was a lead girl, [853] and I said I didn't know whether I was classed as a lead girl or not.

Q. You don't know that? A. I don't.

Q. Did you ever try to find out?

A. Well, no.

Q. Do you know a girl Lucile Henritze?

A. Yes, I did.

Q. Did she work in the inspection department?

A. She did at the time I was there.

Q. What was her job?

A. She was helping me.

Q. Helping you? A. Yes.

Q. Was she your assistant?

A. More or less.

Q. Well, was she your assistant? A. Yes.

Q. She was your assistant. What were you supposed to be?

A. Well, she was working along with me, helping the girls, getting their gauges.

Q. When you speak of the girls, how many girls were there? I still can't hear you. You are not talking loud enough.

A. There were about 10 of us.

Q. In other words, there were you and Lucile and how many [854] other girls?



(Testimony of Loreta Schwertfeger.)

A. About 8 or 9.

Q. You and Lucile——

A. (Interrupting) We were inclusive.

Q. You were Lucille's superior? A. Yes.

Q. And was she the superior of the other girls?

A. Well, she worked along with me.

Q. Did she give instructions to the other girls?

A. She helped them.

Q. I asked you if she gave them instructions about their work. A. Yes.

Mr. Nourse: I don't think the witness has to answer in counsel's language, does she?

Mr. Esterman: If you can think of a simpler way, I will be glad to do it. It seems very simple to me.

Mr. Nourse: Excuse me.

Q. (By Mr. Esterman) That was on the 2:30 to 11:00 o'clock shift, wasn't it? A. Yes, sir.

Q. That is called the night shift? A. Yes.

Q. And did you change your shift afterward?

A. Did I change my shift, did you say? [855]

Q. Yes.

A. What do you mean?

Q. Well, did you go off that shift from 2:30 to 11:00 on to some other shift? That is what I mean. A. Yes, I did.

Q. What shift did you go to?

A. To the 6:00 to 2:30.

Q. 6:00 a.m. to 2:30 p.m.? A. Yes.

Q. What job did you have then?

A. The same.

(Testimony of Loreta Schwertfeger.)

Q. The same job? A. Yes.

Q. How many girls?

A. There were about 20.

Q. And did you have another girl with you, in the same capacity as Lucille? A. Yes.

Q. What was her name?

A. She and I worked together.

Q. What was her name?

A. Grace Deschamp. She did the same work I did.

Q. She worked and did the same thing as you did? A. She was acting the same as I.

Q. What were you acting as? [856]

A. Just working with the girls, the same as I was before.

Q. Didn't anybody ask you what your job was there, or its title?

A. Not that I remember.

Q. Nobody asked you what you did there?

A. Well, they noticed I worked in there with the girls, that is all I did do.

Q. You never told anybody you were a lead girl? A. No, I didn't.

Q. Did you belong to the E.M.A.?

A. Yes, I did.

Q. When did you join?

A. I don't recall what date it was, that I joined, soon after I started working at the company.

Q. Soon after you came with the company?

A. Yes.

(Testimony of Loreta Schwertfeger.)

Q. Did you attend meetings?

A. Occasionally, yes, I did.

Q. Did you collect dues for the E.M.A.?

A. I collected them.

Q. Do you know whether you collected any dues in January or February of this year?

A. Yes, I believe I did.

Q. Which one? A. January. [857]

Q. Did any of the girls in the inspection department, with which you were connected, ever ask you about the E.M.A., what it was?

A. Well, some of them did.

Q. What did you tell them?

A. I told them it was a union.

Q. You told them what?

A. I told them it was a union.

Q. Did you tell them anything else?

A. Well, they wanted to know what it was about, and I said, "Well, you will have to talk to the president."

Q. Talk up, because your voice is fading.

Mr. Nourse: I can't hear her. I haven't been able to for five minutes.

The Witness: I am sorry. They asked me what the E.M.A. was about, and I said they could talk to the president.

Q. (By Mr. Esterman) Of the E.M.A.?

A. Yes.

Q. Is that about what was said on the subject of the E.M.A. when they asked you about it?

A. Generally, yes, it was.

(Testimony of Loreta Schwertfeger.)

Q. That is about all of it? A. Yes.

Q. Did they ask you what kind of a union it was? [858] A. No.

Q. When you went to E.M.A. meetings, did the other girls in the inspection department go with you?

A. Well, on the night shift, yes, I think we did.

Q. On the night shift? A. Yes.

Q. Did they ask you whether they should go or what? How did they come to go, if you know?

A. Most all of them belonged, they joined, and they went.

Q. That is, on the night shift? A. Yes.

Q. They would go along with you?

A. We usually went in a group. [859]

Q. (By Mr. Esterman): And you would leave the inspection department about 5:30 in order to get to the meeting?

A. The meetings were held at 5:30.

Q. You would leave a little before that?

A. No; right at 5:30.

Q. Would you leave promptly at 5:30?

A. Yes.

Q. Did any of them ask you if they had to go to the meeting or not?

A. No, they never did ask me that question, no.

Q. They just went? A. Yes.

Q. You collect dues for the E.M.A.; that is, you stated that you did. Did you confine your collections to any particular time of the day? I mean,

(Testimony of Loreta Schwertfeger.)

did you collect during working hours or not during working hours, or when? What is your best recollection?

A. Sometimes it was during working hours, and sometimes it was rest period. [860]

Q. Getting back to the time when you were on the night shift, 2:30 to 11:00 p. m., and you had these eight or ten girls, are you able to say—and if you are not, please say so—what percentage of your time you spent in instructing or helping, or showing the girls what to do, as distinguished from the time you spent doing actual work yourself? Do you understand my question? A. Yes, I do.

Q. Are you able to make an estimate?

A. That would depend on the girl. If the girl was a new girl, I would spend some of my time with her. It would depend—

Q. That is, you would do the actual work?

A. Yes. But if they knew how to do their work, I was able to inspect also.

Q. That is what I am getting at. When you say you were able to inspect also, you consider that as doing the same work they were doing, inspecting?

A. Yes.

Q. When you weren't inspecting, you were showing someone [862] else how to do it? A. Yes.

Q. As between the two, do you have in mind any particular percentage of time that you spent on one or the other? That is what I am getting at.

A. I don't know that.

Q. Would you care to estimate it?

(Testimony of Loreta Schwertfeger.)

A. Well, that would be too hard to say.

Q. Did you spend more on one than on the other? Did you spend more time——

A. That would depend on the individual.

Trial Examiner Schneider: What was the answer to the preceding question?

(The record was read by the Reporter.)

Q. (By Mr. Esterman): The question probably isn't too clear. What I mean, Loreta, is this: Part of your day, the whole day, you spent showing girls what to do, instructing them and so on?

A. Yes.

Q. And part of the day you spent doing actual work yourself? That is a fair statement, isn't it?

A. Yes.

Q. Now, what I want to know is, tell me, if you can, what part of your day—not what part of the time on one girl—what part of the day, approximately, you spent on doing actual [863] inspection work, and what part you spent showing the other girls how to do it?

Mr. Nourse: Mr. Esterman, doesn't your question assume that one day was like another? Wouldn't it be well to find out if all the days were alike?

Mr. Esterman: I admit I am assuming that.

Mr. Nourse: Then probably the witness could answer you better.

Q. (By Mr. Esterman): You heard what counsel said. That is about right, there were days that were more or less alike?



(Testimony of Loreta Schwertfeger.)

A. Yes. You see, that depended on the individual, how well she would grasp instructions.

Q. That is, some days you would spend more time instructing than others?

A. Helping the girls, yes.

Q. All right. Do you have in mind any percentage of time that you spent instructing as against time that you spent inspecting? Have you ever thought about that?

A. Well, as I said before, that would depend upon the individual, how much time it took. Some days——

Q. I know that, you have told me that. Have you ever thought about that particular subject, how much time, what part of your day, any particular day, you spent inspecting and what time you spent instructing, have you thought about that? [864]

A. No. All I thought about was instructing and getting my work done.

Q. If that is all you thought about, all right, that is all you thought about.

Mr. Nourse: That has anything to do with this case.

Mr. Esterman: That is all.

#### Cross Examination

By Mr. Nourse:

Q. How big is this room that the inspection is done in, compared to the size of this one, just consider this all one room down here, how big is it?

A. It is about as long as from here to there (indicating).

(Testimony of Loreta Schwertfeger.)

Q. That is one way. And about twice that size the other, isn't it? A. Just about, I believe.

Q. What? A. Just about, I believe.

Q. And did you have tables that you sit—[865]

Trial Examiner Schneider: Excuse me. Now, about how big is that?

Mr. Nourse: I forgot about that.

Assuming my stride is about three feet, that would be about 24 feet one way. And as an approximation—we will have map of it in, but I want to bring something out—

Trial Examiner Schneider: 24 feet the narrow way, and about 48 the other?

Mr. Nourse: Yes, I assume. We will have a chart of it here that will be part of the record.

Q. (By Mr. Nourse): Now, there are tables in that room, aren't there? A. Yes.

Q. That the girls sit at when they do the inspecting work? A. Yes.

Q. Now, is there a foreman in that same room?

A. A foreman?

Q. Yes. A. Mr. Schumer.

Q. Schumer? A. Yes.

Q. He is right in that room where you are?

A. Yes.

Q. Now, tell the Examiner what you do with these girls. After you stopped being a common inspector and became some [866] other kind, tell him exactly what you did.

A. Well, I would show the girls how to inspect.

(Testimony of Loreta Schwertfeger.)

Q. Tell him what inspecting consists of. How do you inspect things there? He doesn't know. Would you look at them?

A. Getting certain jobs for the girls to do, getting their gauges and their blueprints, and showing them how to inspect this certain part, and I was helping them.

Q. If you are going to whisper and be confidential, I will come over there.

A. And if they didn't know how to inspect it, I would show them how to inspect this part; and if the girls knew how to do their work, go ahead and inspect their job, I would get jobs myself and inspect them. Any time they were out of work I would help them get another job and go through the same procedure.

Q. How big are these parts that you go through there? A. Different sizes.

Q. Now, each girl is brought a certain number, if they are small then she is brought a basket of parts, isn't she? A. Yes.

Q. And if they are large she is brought a certain number? A. Yes.

Q. They are given a gauge that fits onto that part? A. That's right.

Q. Or measures it? [867] A. Yes.

Q. And you show them how to measure it, is that right?

A. I show them how to inspect that part with the gauge.

(Testimony of Loreta Schwertfeger.)

Q. If you have a number of girls that are inexperienced it takes a larger part of your time to do that, is that right? A. Yes.

Q. If you have girls—tell me when I am wrong. If you have more girls that are experienced, then you get more time to do it yourself, is that right?

A. That's right.

Q. What do you do to see whether she is doing her work right or not? Do you do anything about that? A. I check with her.

Q. With each one of them? A. Yes.

Q. How do you check? Just tell me what you do about checking. This gentleman doesn't know about these things and we are trying to tell him.

A. I wanted to see if they were getting along with the instructions that I had given them how to inspect this part.

Q. Not what you wanted to see; how often do you go around to each girl and see if her work is being done right?

A. I try to go back—I wouldn't say the minutes exactly, but I would go back every once in a while to see how she is getting along. [868]

Q. Is that a new girl? A. Yes.

Q. I mean a girl who knows her work?

A. As long as I knew she was getting along all right, I could go ahead and inspect myself.

Q. Would you have any system of going around the benches to inspect parts that each girl is doing, or do you only go around and check on the parts of the inexperienced girls that you are not sure of?

(Testimony of Loreta Schwertfeger.)

A. I help them all out.

Q. What? A. I help all of them out.

Q. If they ask you? A. Yes.

Q. Do you have a regular routine of going around? A. No, not exactly.

Q. Who gets the gauges? Where do they get their gauges? A. I would get the gauges.

Q. What? A. I would get the gauges.

Q. And carry them from where—the tool room to the inspection department? A. Yes.

Q. And then you would put the kind of gauge that ought to go at each place, you would set that down? [869] A. Yes.

Q. And you would set the parts down?

A. Yes.

Q. And if the girl knew how and was experienced, she would start to work?

A. That's true.

Q. If she didn't know how, you would sit down and show her? A. I would help her.

Q. Until she seemed to know, then you would go on? A. Yes.

Q. If there was none of that work to do, you would go back to your portion of the bench and go to work? A. Yes.

Q. How many kinds of gauges do you work with?

Mr. Wilson: Don't ever list that. That would be as long as your arm and back.

Mr. Nourse: Withdraw that. I am exposing a lot of ignorance.



(Testimony of Loreta Schwertfeger.)

Q. (By Mr. Nourse): You have a lot of "go" and "no-go" gauges? A. Yes.

Q. And snap gauges? A. Yes.

Q. And others?

A. Red plug gauges. [870]

Q. And if the work requires a "go-no go" gauge, you have to show the girl, if she hasn't had experience, how to do that? A. Yes.

Q. With a snap gauge, you have to show her how to do that? A. Yes.

Q. If she worked with those, all you have to do is to give her the part and the gauge, is that it?

A. Yes. [871]

Trial Examiner Schneider: It may become important as to what date you began to do instructing. Could you make your best approximation as to the date on which you began to do that?

The Witness: No, I couldn't. The only thing I did was to help the girls, assist them in their work, and keep on doing my work, too. I couldn't give you any approximate date.

Mr. Nourse: This change was gradual, then, that you just kept taking on more?

The Witness: Yes. [876]

Mr. Nourse: I at this time review—I suppose for the fourth time, I haven't kept count—my motion to dismiss on the grounds heretofore stated that you are now proceeding in direct violation of public law 135 of 1943 which was formerly House Bill 2935 in that you are proceeding in a matter which affects a contract that has been in effect more than



(Testimony of Loreta Schwertfeger.)

three months prior to the filing of the complaint or charge in this matter. I think the very reading of that shows that it isn't a single contract, it is a contractual relationship that has been established and for the purpose of the war effort, [907] Congress does not want it disturbed and any expenditure of public money on this proceeding from now on is illegal.

Trial Examiner Schneider: I want to see if I understand your position correctly, Mr. Nourse. Am I correct in understanding that your motion is founded upon the hypothesis that the contract which is presently in existence between the E.M.A. and the company is more than 90 days old?

Mr. Nourse: My position is this: That that contract which is Board's Exhibit No. 12 taken in relationship with respondent's Exhibit No. 11, together with that portion of the contract which was dated in April of 1943, showed a continued contract relationship and a continuing contract between the E.M.A. and the respondent Gilfillan Brothers; and that they necessarily long antedated any charge in this matter.

Trial Examiner Schneider: That is to say that the existing contractual relationship was more than 90 days old at the time this complaint was filed?

Mr. Nourse: Yes. [908]

H. J. HOENES,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Trial Examiner Schneider: Where do you reside?

The Witness: 8326 Croydon Avenue, Los Angeles, California.

Direct Examination

By Mr. Nourse:

Q. Where are you employed, Mr. Hoenes?

A. Now?

Q. Yes.

A. American Tool Products Company.

Q. Where about is that?

A. 727 East Gage Avenue.

Q. How long have you been employed there?

A. I joined that company about a month ago.

Q. Were you formerly employed by Gilfillan Brothers?      A. Yes, sir. [909]

Q. Between what dates?

A. I know I left Gilfillan on February 5, and I went with Gilfillan about six months.

Q. About six months?      A. Yes.

Q. In what capacity?

A. I was general foreman in the machine division.

Q. On what shift?      A. Swing shift. [910]

Q. Did you tell Mrs. Goebel, at that time, that she was to tell her girls to go to the meeting because you thought they had better go?

(Testimony of H. J. Hoenes.)

A. No, sir. I want to amplify that, though. On that meeting there I was busy in the shop, from morning to night, I assure you. And it was around about 5:30, if I remember right, all of a sudden a few machines stopped. Naturally, when the noise of the machines stopped there is usually something wrong, and immediately I inquired. A certain number of employees told me they were going to the union meeting. I says, "Oh, I didn't know there was one." And I didn't. So I says, "Well, if that is the case and you want to go, go ahead."

Shortly afterwards this lead lady came to me from the—she was lead lady on the burr bench, and she came to me and she asked me if the girls in the burr bench could go to the union meeting. I said, "Sure, go ahead." I had no objection. That is all that was said on that, as far as I know of.

Mr. Nourse: You may cross-examine.

#### Cross Examination

By Mr. Esterman:

Q. What time did Mr. Nourse have in mind with reference to this testimony of Ella Richardson, do you know? [912]

A. It must have been the last meeting, because that is the only time I was asked whether they could go.

Q. You mean the last meeting with respect to your being there?

A. It must have been in January because I left February 5th.

(Testimony of H. J. Hoenes.)

Q. You think it must have been in January?

A. Either January—the latter part of January or the beginning of February. The exact date I couldn't give.

Q. You are not sure whether it was January or February?

A. It might have been either of them. It was the last union meeting they had.

Q. When Margaret Goebel spoke to you about employees going to the meetings, after the machines were turned down, did she say what union was meeting?

A. No. As a matter of fact, I don't give a darn whether it is one union or the other. [913]

Q. (Interrupting): Just a minute. You just said you didn't care which union they went to. Did you have in mind there might be another union meeting?

A. I really don't know which union was in command over there, or which union had a contract.

Q. Did you think there was more than one union there holding meetings?

A. No, I know that it was the employees union. I will be frank with you. And I also know that the American Federation of Labor had some pamphlets out there and I didn't know which one was meeting there or which one they were going to.

Q. Why do you call the E.M.A. an employees' union? [914] Do you mean by that you wouldn't think the A. F. of L. was an employees' union?

A. Absolutely.

(Testimony of H. J. Hoenes.)

Q. Absolutely what?

A. That the A. F. of L. is an employees' union.

Q. (By Mr. Esterman): Had there been some similar situations prior to that when the machines were turned off at 5:30 of an afternoon, and people went to a meeting, to your knowledge? Had there been similar situations? A. Yes. [915]

Q. And how many times?

A. Oh, no more than five or six times, to my knowledge.

Q. Did you, in those instances, make the same inquiry as to why the power was being turned off at 5:30? A. Yes.

Q. And what did you learn?

A. That they went to a union meeting.

Q. Did you learn what union? A. No.

Q. And you never inquired? A. No. [916]

Q. Well, at the time of this union meeting, you say that some of the machines were shut off?

A. Yes. [928]

Q. In order that the employees might attend the meeting? A. Yes.

Q. At what time of the day was that?

A. About 5:30.

Q. Did some of the employees then leave?

A. Yes.

Q. On which shift were those employees working?

A. They were on my shift, on the swing shift as far as turret lathes are concerned.

(Testimony of H. J. Hoenes.)

Q. At what time should they normally have quit?      A. At six.

Q. Then they quit to go to the meeting a half hour early?      A. Yes.

Q. Did you make any objection to that?

A. No.

Q. Were you informed beforehand that some of the employees would leave to go to the meeting?

A. No, I wasn't.

Q. They simply shut down their machine?

A. Yes.

Q. Without advance notice to you?

A. Well, there might have been a notice on the bulletin board, but I didn't pay any attention to it. I was too busy.

Q. In any event, no one came to you and said, we want to go to a union meeting and we want to shut down the machine. [929] They merely shut down the machine and you found out about it afterwards?      A. That's right.

Q. And you made no objection?      A. No.

Q. You said there were other meetings with similar occurrences?      A. That's right.

Q. Did you make any objection at those times?

A. No.

Q. Then your first information, to your best recollection, that something was happening was when you noticed the machines being shut down?

A. That's right.

Q. And then what did you do?

A. I asked why the machines were shut down.



(Testimony of H. J. Hoenes.)

They told me they were going to a union meeting, and I said all right.

Q. Whom did you ask, do you remember?

A. Several of the employees. Some of them on the turret lathes; some on the automatics; some of them on the drill press, and shortly afterwards, the leadlady there on the burr bench, she came to me and she asked me whether her girls can go to the union meeting, and I told her yes, and that is all.

Mr. Esterman: I didn't hear that. [930]

Q. (By Trial Examiner Schneider): Was that before or after you noticed the machines being shut down? A. After the machines.

Q. Was it before or after you asked some of the employees why the machines were being shut down, if you recall?

A. Machines were shut down first and then I asked the employees why the machine was shut down, suspecting tool trouble, and then they told me they were going to a union meeting, and I told them, "O.K."

Q. And it was after that that you saw the forelady on the burr bench?

A. The leadlady, she came over there and she said, can she go to the union meeting or her girls can go to the union meeting, and I said, go to it.

Q. Was that Mrs. Goebel?

A. Yes, she was on the afternoon shift from 2:30 to 11.

(Testimony of H. J. Hoenes.)

Recross Examination

By Mr. Esterman:

Q. Ella Richardson, at the time you left, was on what shift? A. I don't know. [931]

Q. What work did she do? At the time you left?

A. She was switched around there a couple of times. She was on the Hardings, on the burr bench, at times she was on the drill presses. I think I switched her around on the Harding.

Q. Do you recall what she was doing when you left? What work she was on?

A. I believe she was on the Harding.

Q. Aren't you sure?

A. I handled so many people I really couldn't tell you.

Q. Now, when she worked on the Hardings, she was under your supervision, was she not?

A. Yes.

Q. Didn't you ever talk to her when she was under your supervision?

A. Very, very little. I asked her how is the job going? I stopped and looked and checked part of her work and I kept on going.

Q. I asked you before if you had any conversations with her, and you said no.

Mr. Nourse: You asked him relative to the E.M.A.

Mr. Esterman: I beg your pardon.

The Witness: Then, I misunderstood your question.

Mr. Nourse: I certainly did, too.

(Testimony of H. J. Hoenes.)

The Witness: I had conversations in that respect with each and every one of the employees. In regard to their work [932] I asked questions. I want to correct that by all means. I talked to every one of the employees day in and day out.

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IRVIN W. SPARKS,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Trial Examiner Schneider: Where do you reside?

The Witness: 1215 Hill Drive, Los Angeles.

Direct Examination

By Mr. Nourse:

Q. What is your position, Mr. Sparks?

A. Vice-president of Gilfillan Bros. Inc. [933]

Q. Now, have you any other duties, other than as vice-president? I mean operational duties?

A. I am in charge of the machine shop and the hydraulic department.

Q. At what address?

A. 1815 Venice Boulevard.

Q. And that is the machine shop that the Examiner viewed the other night?

A. That is correct.

Q. Can you give the dimensions of that machine shop?

Mr. Nourse: I will state I promised to produce a map of it. I find, on examining the directions

(Testimony of Irvin W. Sparks.)

from the government, as to divulging information, I cannot do that, but I think I can give the rough dimensions of the room you were in.

Trial Examiner Schneider: All right.

The Witness: They are approximately 95 by 175.

Q. (By Mr. Nourse): That is the whole building? A. Yes.

Q. At the south end there is partitioned off by wire, where the inspectors, persons doing the inspection of parts are? A. Yes.

Q. And the tool crib?

Trial Examiner Schneider: May I interrupt? By the whole [934] building, you are referring to the building which houses the machine shop and the hydraulics?

Mr. Nourse: No, the hydraulics are not in that department.

The Witness: They are not in that building.

Mr. Nourse: They are not in that building.

Trial Examiner Schneider: You are referring to the building then which houses the machine shop?

Mr. Nourse: Yes. I am describing the parts that are not in the machine shop.

Trial Examiner Schneider: Proceed.

Q. (By Mr. Nourse): At the south end of that building there is the toolcrib, and the place where the persons sit who inspect the parts?

A. Yes.

Q. And two offices which are partitioned off with glass partitions above—partitioned off with

(Testimony of Irvin W. Sparks.)

wood up to about three and a half feet, and glass up to the ceiling?

A. That is correct.

Q. One of those offices is yours and one is used by other persons?

A. That is correct.

Mr. Nourse: I think I paced this off the other night when you were there.

Q. (By Mr. Nourse): About 30 feet in depth north and south? [935]

A. Correct.

Q. And the long dimensions of the building is north and south?

A. Right.

Q. There are also some racks along the east wall and outside of the offices I described, but approximately the southeast corner on which bar material is stored, bar stock is stored, which is used on the machines?

A. Correct.

Q. Are there any partitions, other than those I have described, or is it all one open room?

A. There are two other offices in there, one belongs to the Navy inspection department, and the other to Douglas inspection department.

Q. Where are they situated and what are their dimensions?

A. Directly north of the office partitioned, leaving about a five to a six-foot aisle.

Trial Examiner Schneider: To the east wall.

The Witness: That is on the east wall.

Q. (By Mr. Nourse): And the rest of the room where the machine shop and the machine operations have been described, in the testimony here, are——

A. In the open.

Q. ——open? A. Yes. [936]



(Testimony of Irvin W. Sparks.)

Q. And the hydraulic department is where?

A. In the east building, the building directly immediately east of the machine shop.

Q. And as to area, now, there are many other departments in that east building, are there not?

A. There are.

Q. As to area, how does it compare with the machine shop building that you have described?

A. I think I am permitted to say there it is larger.

Q. It is larger?           A. Yes.

Q. In that there are not only other operation departments—what are those operation departments? Just generally, without saying what they do.

A. One portion of the building there is the hydraulic department. The balance of the building is engaged in a secret project. I think I had better refrain from saying any more.

Q. Then you have another building down the street that also is engaged in some operations?

A. A building west of us, which we rent.

Q. But the executive offices and the bookkeeping and the auditing are all down along the south side?

A. Of the main building.

Q. What you have described as the east and main building? [937]           A. Correct.

Trial Examiner Schneider: That is a separate building from the one which houses the machine shop.

The Witness: Correct.



(Testimony of Irvin W. Sparks.)

Q. (By Mr. Nourse): Now, will you describe what lay-out and set-up work consists of?

A. Yes, lay-out——

Q. (Interrupting): In the machine shop operation.

A. The machine shop, I assumed you meant that question to apply to. In the first place, you have to determine what tools are necessary to produce the parts. There may be some that have to be made, and it is necessary to draw a sketch of those tools and turn them over to a toolmaker, in some instances. Others are standard tools that may be purchased from suppliers. After these tools have been accumulated, then it is necessary to set them up. They may be set up in the automatic, the turret lathes, the mills and the drill presses. They have to go into their proper position, in the turrets, on the arbor if it happens to be mills, or in the chucks, if it happens to be drill presses. They have to be properly sharpened before they go in, otherwise the parts will not come out properly.

Q. The same thing as to automatic screws?

A. That applies to both the automatic screw machines and the turret lathes. It also applies to the drill presses, [938] in so far as the tools you use in those, which are mainly taps, reamers, drills on the mills. It is only milling cutters, they may be high speed, they may be fly cutters in which you use carboly steels, rather than high speed steel for cutting. There again there may be one and there may

(Testimony of Irvin W. Sparks.)

be five or six cutters, depending entirely on the piece you are making.

Q. Now, in your plant, do you divide your machines into any classes?      A. Yes, we do.

Q. What are they?

A. Automatic screw machines,—

Q. (Interrupting): I mean as to—do you call some of them basic?      A. That is correct.

Q. I mean in the plant.

A. We do. We consider the automatic screw machines, the turret lathes and the mills as basic machines.

Q. Now, in setting up, under your operations there, who sets up an automatic screw or a turret lathe?

A. The leadman, or if we have a competent workman.

Q. Well, who plans what tools are to be used, makes the layout from the diagram?

A. Mostly the superintendent or the foreman of the shift.

Q. Now, on the drill presses and those that you have not [939] listed as basic machines, who makes the set-ups and layouts?      A. The leadmen.

Q. In all cases?

A. Not in all cases. If we are fortunate enough to hire an experienced drill pressman and he proves himself to be such, we will allow him to do that.

Q. You spoke of leadmen. Just describe what the duties of the leadmen are.

Mr. Esterman: Can't we have it more specifically, with reference to some—

(Testimony of Irvin W. Sparks.)

Mr. Nourse: All right.

Q. (By Mr. Nourse): Describe the duties of a leadman on your basic machines.

Mr. Esterman: I would prefer it that way.

Mr. Nourse: Yes. I strive to please.

The Witness: His duties are to get the tools, set them up in the machines, and if he doesn't have competent men he can turn it over to—and after that is done, see that the parts are properly made. In fact, actually check them as they come out of the machine or off the cut-off, and after that is done and that machine is running properly, or even during the time he is setting it up, if a green man happens to be having trouble it is his duty to go and help him get it straightened up. After that it is his duty to see as many, if not all of those machines, during his working [940] time, and check the parts to see they are to the blueprint and within the tolerances specified on the prints.

Q. Take on your turret lathe, does the leadman have actual charge of the operations of any machines, or automatic screw machines? I mean does he actually operate them.

A. He operates two machines himself.

Q. As well as doing the other work you spoke of?

A. That is correct.

Q. How many automatic screws are there?

A. There are fourteen.

Q. And on your turret lathes, does he, the leadman, have any machine which he himself operates, other than to get it set up and get it going?

(Testimony of Irvin W. Sparks.)

A. If he doesn't have all of his men there, and he can get a chance, he is supposed to do some work.

Q. He is supposed to do some work if he has time?

A. If he has a full crew he is supposed to continually go through each machine and check the work. If there is trouble, he is supposed to straighten it out.

Q. What are the other basic machines? I forget.

A. Turret lathes and mills.

Q. On the mills, what does the lead man do?

A. Sets them up, sees they are properly set up, sees that the work is absolutely coming out within the tolerances of the blueprints. [941]

Q. Does he operate any machines?

A. If he has time and there is a machine idle, due to absenteeism, he is supposed to operate it.

Q. Now, on your drill presses.

A. The leadman there has to set up the conditions—which, in about 90 per cent of the cases, he has to sharpen all the tools when they become dull, because he doesn't have sufficient experienced help.

Q. Now, your Hardinge lathes, what department are they in?

A. They come under the leadman on the turrets.

Q. On the turrets?                      A. Yes.

Q. Describe a Hardinge lathe, as to what operation it does, and its size, to the big turret lathes, and things of that kind.

(Testimony of Irvin W. Sparks.)

A. In principle it is practically the same thing. In size it is very much smaller.

Q. Do you use it as you would a drill press at times?

A. It depends entirely on the class of work going through the shop. We might use it a vertical drill press.

Q. Vertical?

A. Horizontal drill press, rather. And very often do, which the little hexagon turret has probably one tool, maybe two, and they are drills.

Q. Now, on the burr bench, is there any layout or set-up to [942] do? A. Absolutely none.

Q. What are the duties of a lead woman or man in there?

A. In that department most of our employees come in as absolutely green employees. She instructs them how to remove the sharp edges and the burrs off of the parts, after the parts have been machined. In some cases they may be completely machined and in other only partially machined.

Q. How much was your plant expanded after the fire in 1940, and when you became, went over to a hundred per cent defense work? How much was your plant expanded in the machine shop?

A. I believe that we had about five automatics more than we had prior to the fire. [943]

Q. How many drill presses?

A. I am trying to think. If my memory serves me correctly, we had seven turret lathes at the time of the fire, which was in November of 1940.



(Testimony of Irvin W. Sparks.)

Q. How many do you have now?

A. Including the Hardinges, which I believe, is fourteen. We had two mills at the time of the fire. We now have ten—I will take that back. We had four mills, including two hand mills. We now have ten.

Q. Ten power?

A. We have five power machines, four hand mills and one hydraulically-driven table mill.

Q. How many drill presses?

A. We had approximately twenty drill spindles before the fire, and we have, I believe, forty-three today.

Q. You expanded the machine shop just about double after the fire, to what it was before?

A. Approximately.

Q. Now, then, before you took on any defense or war contracts, government contracts, what was the business of Gilfillan Brothers?

A. Manufacture of radios and electric refrigerators.

Q. In that work, did you operate a machine shop?      A. Yes, sir.

Q. And did you have leadmen then? [944]

A. No, sir.

Q. Now, do you now have, besides leadmen, a foreman on each shift?      A. Correct.

Q. In the machine shop?      A. Yes, sir.

Q. Is there also a general superintendent?

A. There is one.

Q. Who is that?      A. Chester Cramer.



(Testimony of Irvin W. Sparks.)

Q. And under him there is a foreman on each shift?

A. Foreman on each shift; the day, the night and the swing.

Q. What are the duties of the foreman?

A. The duties of the foremen are to see that the work is properly done on the machines. If anybody is having trouble and the leadman happens to be busy or if he doesn't know, it is up to the foreman to straighten them out and see that the work is done properly, and to meet the tolerances of the blueprints.

Q. Does he stay at one place in the machine shop, except when called on, or what does he do?

A. He moves continually around the machine shop, picks up work at every machine in the shop, probably has his own micrometer and scales and things like that. If not, he [945] gets the other necessary precision tools from the operators, to check the work and see it is coming through right.

Q. What is the reason you now have leadmen and you have had? When did you first put them in?

A. I think it was along towards the middle of 1941, or fall of 1941, we started to increase our personnel and put in leadmen.

Q. What is and was the reason for leadmen?

A. Because our ability to hire experienced operators has been diminishing as the war effort kept going. In other words, we are getting greener and greener help all the time.

(Testimony of Irvin W. Sparks.)

| Date         | No. Hrs. | Description of Work      |       |
|--------------|----------|--------------------------|-------|
| Jan. 2       | 5½       | Burr—Sand (501.A)        |       |
|              |          | (501-B)                  |       |
| 2            | 2½       | File—Burr—Stamp          | Bench |
| 4            | 3        | Burr—Sand                | “     |
| 4            | 3        | Ream—Burr—Stamp          | “     |
| 4            | 1        | Chase threads—Sand—Burr— |       |
|              |          | Bench                    |       |
| 5            | 3¼       | Sanding (504 )           |       |
|              |          | (501-A)                  |       |
| 5            | 2¼       | Ream—Stamp               | Bench |
| 5            | 2        | Ream—Burr—Ch. Th.        | “     |
| 6            | 2        | Sand (504 )              |       |
|              |          | (501-A)                  |       |
| 7            | 2½       | “ 504                    |       |
| 7            | 4        | Burr—Chs. threads        | Bench |
| 7            | 1½       | Stamp                    | “     |
| 8            | 2½       | Sand (501-A)             |       |
|              |          | (504 )                   |       |
| 8            | 2        | Stamp                    | Bench |
| 8            | ½        | Clean threads            | “     |
| 8            | 1        | Chase threads            | “     |
| 8            | 1        | Buffing                  | “     |
| 9            | 2        | Sanding (501-A)          |       |
|              |          | (504 )                   |       |
| 9            | 3        | Stamp, paint & Pack      | Bench |
| Feb. 9, 1943 | 5        | Stamp                    | “     |
| 9            | 2        | Ream                     | “     |
| 9            | 1        | Burr                     | “     |
| 10           | 5½       | Stamp                    | “     |
| 10           | ½        | Burr                     | “     |
| 10           | 2        | Ream                     | “     |
| 11           | 5½       | Stamp                    | “     |
| 11           | 2½       | Sand                     | “     |
| 12           | 6        | Stamp                    | “     |
| 12           | 1        | Burr                     | “     |
| 12           | 1        | Sand                     | “     |
| 13           | 2½       | Burr                     | “     |
| 13           | 4        | Supervising              |       |
| 13           | 1½       | Stamp & chs. threads     | “     |
| 15           | 8        | Supervising              |       |

(Testimony of Irvin W. Sparks.)

| Date    | No. Hrs.        | Description of Work |       |
|---------|-----------------|---------------------|-------|
| Feb. 16 | 5               | Stamping            | Bench |
| 16      | 3               | Burring             | "     |
| 17      | 8               | Burr & Stamp        | "     |
| 18      | 2 $\frac{3}{4}$ | Sand (504 )         |       |
|         |                 | (501-A)             |       |
| 18      | 1 $\frac{3}{4}$ | Stamp               | Bench |
| 18      | 2 $\frac{1}{2}$ | Burr—ream           | "     |
| 18      | 1               | Chase threads       | "     |
| 19      | 8               | Stamp               | Bench |
| 20      | 5 $\frac{1}{2}$ | Sand—ream—burr—     |       |
|         |                 | stamp               | "     |
| 22      | 7               | Burr—stamp—chase    | "     |

Overtime Jan. & Feb.—23 hrs Included above in hrs.

Laid off Feb. 22, 1943.

Q. (By Mr. Nourse) I will show you these sheets, which I will ask to be marked as Respondent's Exhibit 14-A through S.

(Thereupon, the documents referred to were marked as Respondent's Exhibit Nos. 14-A through S, for identification.) [972]

Trial Examiner Schneider: Very well. They may be admitted as Respondent's Exhibits 14-A through S.

(Thereupon, the documents heretofore marked for identification as Board's Exhibits Nos. 14-A through S, were received in evidence.) [975]



A

Name GOEBEL, MARGA Account No. 140-03-2836

Address 2228 $\frac{3}{4}$  W. 15th .87—5- 1-43

Date of Birth 9-11-02 Dependents .85—4-23-43

Place of Birth N.J. tionality .80—1-10-43

Date Employed 9-15-42 \$ .73

1. 1. 1.

2. 2. 2.

3. 3. 3.

4. 4. 4.

5. 5. 5.

6. 6. 6.

7. 7. 7.

8. 8. 8.

9. 9. 9.

10. 10. 10.

11. 11. 11.

12. 12. 12.

13. 13. 13.

14. 14. 14.



## RESPONDENT'S EXHIBIT No. 14-A

## EMPLOYEE'S EARNINGS RECORD

A

Name GOEBEL, MARGARET THERESA Employee No. 192 S. S. Account No. 140-03-2836  
 Address 2228 3/4 W. 15th Phone 87-5- 143  
 Date of Birth 9-11-02 Male Female X Single Married X No. of Dependents 85-4-23-43  
 Place of Birth N.J. Date Becomes 65 Age Nationality 80-1-10-43  
 Date Employed 9-15-42 Rate \$ .53  
 Type of Work ~~House~~ Nights Rate Change \$ 85-2-21-43  
 4107-1 Insp. 10% 82-2-28-43

| Total Hours Worked                            | Total Wages Earned | Average Weekly Hour | Hours Worked | Amount Earned | S.U.I. | P.O.A.B. | Deductions Bond | V-Tax | Net Amount | Period Ending  |
|---|--------------------|---------------------|--------------|---------------|--------|----------|-----------------|-------|------------|----------------|
|   |                    |                     | 16           | 14.60         | .15    | .15      | 1.46            | .10   | 12.74      | 1 Jan 2 1943   |
|   |                    |                     | 47           | 36.87         | .37    | .37      | 3.69            | 1.30  | 31.14      | 2 Jan 9 1943   |
|   |                    |                     | 48           | 41.60         | .42    | .42      | 4.16            | 1.60  | 35.00      | 3 Jan 16 1943  |
|   |                    |                     | 48           | 41.60         | .42    | .42      | 4.16            | 1.60  | 35.00      | 4 Jan 23 1943  |
|   |                    |                     | 48           | 41.60         | .42    | .42      | 4.16            | 1.60  | 35.00      | 5 Jan 30 1943  |
|   |                    |                     | 47 1/2       | 41.00         | .41    | .41      | 4.10            | 1.60  | 34.48      | 6 Feb 6 1943   |
|   |                    |                     | 40           | 32.00         | .32    | .32      | 3.20            | .90   | 27.26      | 7 Feb 13 1943  |
|   |                    |                     | 40           | 32.00         | .32    | .32      | 3.20            | .90   | 27.26      | 8 Feb 20 1943  |
|   |                    |                     | 40           | 34.00         | .34    | .34      | 3.40            | 1.10  | 28.82      | 9 Feb 27 1943  |
|   |                    |                     | 48 ✓         | 42.64         | .43    | .43      | 4.26            | 1.60  | 35.92✓     | 10 Mar 6 1943  |
|   |                    |                     | 46 ✓         | 40.18         | .40    | .40      | 4.02            | 1.60  | 33.76✓     | 11 Mar 13 1943 |
|   |                    |                     | 48 ✓         | 42.64         | .43    | .43      | 4.26            | 1.60  | 35.92✓     | 12 Mar 20 1943 |
|   |                    |                     | 48 ✓         | 42.64         | .43    | .43      | 4.26            | 1.60  | 35.92✓     | 13 Mar 27 1943 |
|   |                    |                     | 48 ✓         | 42.64         | .43    | .43      | 4.26            | 1.60  | 35.92✓     | 14 Apr 3 1943  |
|   |                    |                     | 46 ✓         | 40.18         | .40    | .40      | 4.02            | 1.60  | 33.76✓     | 15 Apr 10 1943 |
|   |                    |                     | 48 ✓         | 42.64         | .43    | .43      | 4.26            | 1.60  | 35.92✓     | 16 Apr 17 1943 |
| 2nd Bond Drive 2.00 extra per wk. until 37.50 |                    |                     | 46 ✓         | 41.65         | .42    | .42      | 6.17            | 1.60  | 33.04✓     | 17 Apr 24 1943 |
|   |                    |                     | 48           | 44.20         | .44    | .44      | 6.42            | 1.60  | 35.30      | 18 May 1 1943  |
|   |                    |                     | 48           | 44.20         | .44    | .44      | 6.42            | 1.60  | 35.30      | 19 May 8 1943  |
| Retro. to 5-1                                 |                    |                     | 48           | 44.20         | .44    | .44      | 4.42            | 1.60  | 37.30      | 20 May 15 1943 |
| 2.32 02 02 12 2.16                            |                    |                     | 48           | 45.24         | .45    | .45      | 6.52            | 1.60  | 36.22      | 21 May 22 1943 |
|   |                    |                     | 47.6         | 44.71         | .45    | .45      | 4.47            | 1.60  | 37.74      | 22 May 29 1943 |
|   |                    |                     | 40           | 34.80         | .35    | .35      | 3.43            | 1.10  | 29.52      | 23 Jun 5 1943  |
|   |                    |                     | 44           | 40.02         | .40    | .40      | 4.00            | 1.60  | 33.62      | 24 Jun 12 1943 |
|   |                    |                     | 44           | 40.02         | .40    | .40      | 4.00            | 1.60  | 33.62      | 25 Jun 19 1943 |
|   |                    |                     | 48           | 45.24         | .45    | .45      | 4.52            | 1.60  | 38.22      | 26 Jun 27 1943 |

| Average Weekly Hrs. | No. Weeks Worked |             |
|---------------------|------------------|-------------|
| 17.10               | 483 37           | 1st Quarter |
| 552 06              |                  | 2nd "       |
|                     |                  | 3rd "       |
|                     |                  | 4th "       |
|                     |                  | Totals      |

| In case of Accident Notify | Summary                   | Current Yr. | Prior Years |
|----------------------------|---------------------------|-------------|-------------|
| Name                       | Total Earnings            |             |             |
| Address                    | No. of Weeks Worked       |             |             |
| Phone                      | Avg. Weekly Wage          |             |             |
| Relationship               | Full-Time Weekly Hours    |             |             |
|                            | Hourly Rate Earned        |             |             |
|                            | Unemploy. Ins.            |             |             |
|                            | Tax Deducted              |             |             |
|                            | Fed. Old-Age Tax Deducted |             |             |
|                            | Number Quarters Worked    |             |             |
|                            | 1942                      | 1943        | 1944        |



RESPONDENT'S EXHIBIT No. 14-B

EMPLOYEE'S EARNINGS RECORD

A

Name LLOREDA, LUZ GUTERREZ

Employee No. 193

S. S. Account No. 568-20-7688

Address 1238 Magnolia

Phone DR - 3485

Date of Birth 1-7-07

Male

Female X

Single

Married X

No. of Dependents 78-4-48-43

Place of Birth Kan.

Date Becomes 65

Age

Nationality

Rate \$ 60

Date Employed 9-29-42

Rate Change \$ 75-2-28-43

Type of Work Burr 2nd. shift

4116-1

10%

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending  |
|--------------------------|--------------------------|------------------------|-----------------|------------------|--------|----------|--------------------|-------|------------|----------------|
|                          |                          |                        | 16              | 12.00            | .12    | .12      | .00                | .00   | 11.76      | 1 Jan 2 1943   |
|                          |                          |                        | 48              | 31.20            | .31    | .31      | 1.00               | .90   | 28.68      | 2 Jan 9 1943   |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 1.00               | 1.30  | 35.92      | 3 Jan 16 1943  |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 1.00               | 1.60  | 37.14      | 4 Jan 23 1943  |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 3.75               | 1.60  | 34.39      | 5 Jan 30 1943  |
|                          |                          |                        | 48              | 41.60            | .42    | .42      | 1.00               | 1.60  | 38.16      | 6 Feb 6 1943   |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 1.00               | 1.60  | 37.14      | 7 Feb 13 1943  |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 4.06               | 1.60  | 34.08      | 8 Feb 20 1943  |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 4.06               | 1.60  | 34.08      | 9 Feb 27 1943  |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02✓     | 10 Mar 6 1943  |
|                          |                          |                        | 40 ✓            | 30.00            | .30    | .30      | 3.00               | .90   | 25.50✓     | 11 Mar 13 1943 |
|                          |                          |                        | 47½✓            | 38.44            | .38    | .38      | 3.84               | 1.30  | 32.54✓     | 12 Mar 20 1943 |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02✓     | 13 Mar 27 1943 |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02✓     | 14 Apr 3 1943  |
|                          |                          |                        | 44 ✓            | 34.50            | .35    | .35      | 3.45               | 1.10  | 29.25✓     | 15 Apr 10 1943 |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02✓     | 16 Apr 17 1943 |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 17             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 18             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 19             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 20             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 21             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 22             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 23             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 24             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 25             |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 26             |

Paid off

|  | Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|--|------------------------|---------------------|-------------|
|  | 16.60                  | 473 04              | 1st Quarter |
|  |                        | 112 50              | 2nd "       |
|  |                        |                     | 3rd "       |
|  |                        |                     | 4th "       |
|  |                        |                     | Totals      |

| In Case of Accident Notify | Summary                     | Current Yr. | Prior Years |
|----------------------------|-----------------------------|-------------|-------------|
| Name                       | Total Earnings              |             |             |
| Address                    | No. of Weeks Worked         |             |             |
| Phone                      | Avge. Weekly Wage           |             |             |
| Relationship               | Full-Time Weekly Hours      |             |             |
|                            | Hourly Rate Earned          |             |             |
|                            | Unemploy. Ins. Tax Deducted |             |             |
|                            | Fed. Old-Age Tax Deducted   |             |             |
|                            | Number Quarters Worked      |             |             |
|                            | WEEKLY AVERAGE HOURS WORKED |             |             |
|                            | 1942 1943 1944              |             |             |



(Testimony of Irvin W. Sparks.)

## RESPONDENT'S EXHIBIT No. 14-C

## EMPLOYEE'S EARNINGS RECORD

A

Name TUTTLE, LOTTIE ELIZA Employee No. 246 S. S. Account No. 554-12-5732  
 Address 1017-S. Bonnie Brae Phone FI-1829  
 Date of Birth 9-29-87 Male Female X Single X Married No. of Dependents  
 Place of Birth N.Y. Date Becomes 65 Age Nationality .78-5-1-43  
 Date Employed 9-30-42 Rate \$.58—  
 Type of Work Burr, ~~2nd shift~~ Days Rate Change \$.78-4-10-43  
 4116-1 10% .75-2-28-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly<br>Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B | Deductions<br>Bond | V-Tax    | Net Amount | Period Ending  |                |
|--------------------------|--------------------------|---------------------------|-----------------|------------------|--------|---------|--------------------|----------|------------|----------------|----------------|
|                          |                          |                           | 16              | 11.60            | .12    | .12     | 1.16               | .00      | 10.20      | 1 Jan 2 1943   |                |
|                          |                          |                           | 47              | 29.29            | .29    | .29     | 2.93               | .90      | 24.88      | 2 Jan 9 1943   |                |
|                          |                          |                           | 48              | 40.56            | .41    | .41     | 4.06               | 1.60     | 34.08      | 3 Jan 16 1943  |                |
|                          |                          |                           | 48              | 40.56            | .41    | .41     | 4.06               | 1.60     | 34.08      | 4 Jan 23 1943  |                |
|                          |                          |                           | 48              | 40.56            | .41    | .41     | 4.06               | 1.60     | 34.08      | 5 Jan 30 1943  |                |
|                          |                          |                           | 47              | 39.39            | .39    | .39     | 3.94               | 1.30     | 33.37      | 6 Feb 6 1943   |                |
|                          |                          |                           | 48              | 40.56            | .41    | .41     | 4.06               | 1.60     | 34.08      | 7 Feb 13 1943  |                |
|                          |                          |                           | 40              | 31.20            | .31    | .31     | 3.12               | .90      | 26.56      | 8 Feb 20 1943  |                |
|                          |                          |                           | 24              | 18.72            | .19    | .19     | 1.87               | .30      | 16.17      | 9 Feb 27 1943  |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 10 Mar 6 1943  |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 11 Mar 13 1943 |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 12 Mar 20 1943 |                |
|                          |                          |                           | 40 ✓            | 30.00            | .30    | .30     | 3.00               | .90      | 25.50✓     | 13 Mar 27 1943 |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 14 Apr 3 1943  |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 15 Apr 10 1943 |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 16 Apr 17 1943 |                |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02✓     | 17 Apr 24 1943 |                |
|                          |                          |                           | 48              | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02      | 18 May 1 1943  |                |
|                          |                          |                           | 48              | 39.00            | .39    | .39     | 3.90               | 1.30     | 33.02      | 19 May 8 1943  |                |
| 1.92                     | 02                       | 02                        | 10              | 178              | 48     | 40.56   | .41                | .41 4.06 | 1.60       | 34.08          | 20 May 15 1943 |
|                          |                          |                           | 48              | 40.56            | .41    | .41     | 4.06               | 1.60     | 34.08      | 21 May 22 1943 |                |
|                          |                          |                           | 40              | 31.20            | .31    | .31     | 3.12               | .90      | 26.56      | 22 May 29 1943 |                |
|                          |                          |                           | 48              | 43.68            | .44    | .44     | 4.37               | 1.60     | 36.83      | 23 Jun 5 1943  |                |
|                          |                          |                           | 40              | 31.20            | .31    | .31     | 3.12               | .90      | 26.56      | 24 Jun 12 1943 |                |
|                          |                          |                           | 48              | 40.56            | .41    | .41     | 4.06               | 1.60     | 34.08      | 25 Jun 19 1943 |                |
|                          |                          |                           | 44              | 35.88            | .36    | .36     | 3.59               | 1.10     | 30.47      | 26 Jun 27 1943 |                |

| Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|------------------------|---------------------|-------------|
| 14.60                  | 439 44              | 1st Quarter |
|                        | 499 56              | 2nd "       |
|                        |                     | 3rd "       |
|                        |                     | 4th "       |
|                        |                     | Totals      |

In case of Accident Notify

(S. S. No. 1)

Name  
 Address  
 Phone  
 Relationship

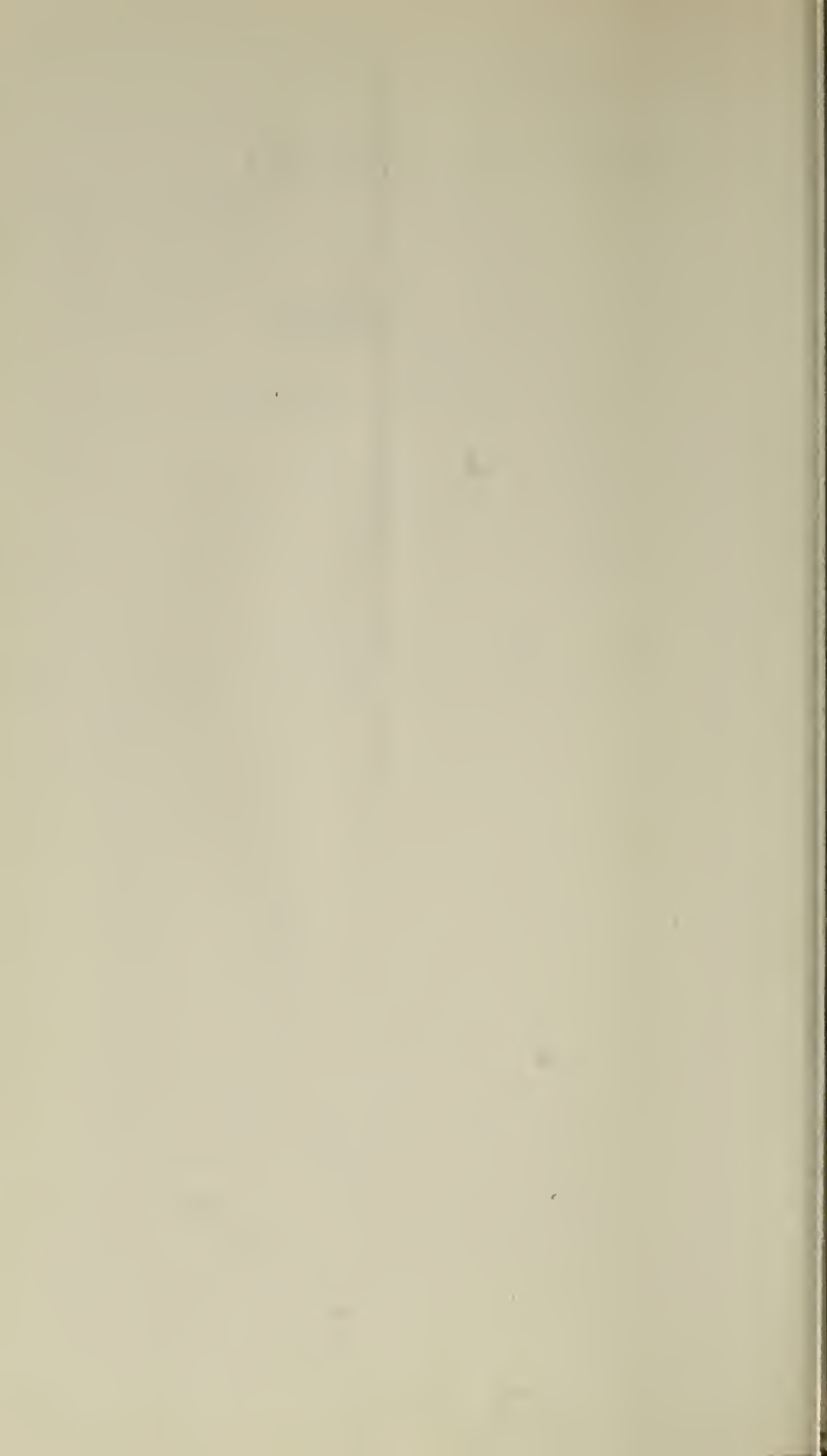
Summary Current Yr. Prior Years

Total Earnings  
 No. of Weeks  
 Worked  
 Avge. Weekly  
 Wage  
 Full-Time  
 Weekly Hours  
 Hourly  
 Rate Earned

Unemploy. Ins.  
 Tax Deducted  
 Fed. Old-Age  
 Tax Deducted

WEEKLY AVERAGE HOURS WORKED  
 1942 1943 1944

Number  
 Quarters  
 Worked





## RESPONDENT'S EXHIBIT No. 14-D

## EMPLOYEE'S EARNINGS RECORD

A

Name SANDERS, JUNE OLIVIA Employee No. 240 S. S. Account No. 547-30-3936  
 Address Phone RI-9038  
 Date of Birth 8-28-91 Male Female X Single X Married No. of Dependents 80-5-1-43  
 Place of Birth Neb. Date Becomes 65 Age Nationality 75-2-28-43  
 Date Employed 10-27-42 Rate \$ .53

Buff  
 Type of Work ~~Evening~~ 2nd shift Rate Change \$ .73-1-40-43  
 4116-1 1st. Days 10% 78-1-31-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Bond | V-Tax | Net Amount | Period Ending  |       |                |
|--------------------------|--------------------------|------------------------|-----------------|------------------|--------|----------|------|-------|------------|----------------|-------|----------------|
|                          |                          |                        | 16              | 10.60            | .11    | .11      | 1.06 | .00   | 9.32       | 1 Jan 2 1943   |       |                |
|                          |                          |                        | 45              | 25.18            | .25    | .25      | 2.52 | .70   | 21.46      | 2 Jan 9 1943   |       |                |
|                          |                          |                        | 48              | 37.96            | .38    | .38      | 3.80 | 1.30  | 32.10      | 3 Jan 16 1943  |       |                |
|                          |                          |                        | 48              | 37.96            | .38    | .38      | 3.80 | 1.30  | 32.10      | 4 Jan 23 1943  |       |                |
|                          |                          |                        | 48              | 37.96            | .38    | .38      | 3.80 | 1.30  | 32.10      | 5 Jan 30 1943  |       |                |
|                          |                          |                        | 47              | 39.39            | .39    | .39      | 3.94 | 1.30  | 33.37      | 6 Feb 6 1943   |       |                |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 4.06 | 1.60  | 34.08      | 7 Feb 13 1943  |       |                |
|                          |                          |                        | 40              | 31.20            | .31    | .31      | 3.12 | .90   | 26.56      | 8 Feb 20 1943  |       |                |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | 4.06 | 1.60  | 34.08      | 9 Feb 27 1943  |       |                |
|                          |                          |                        | 46 ✓            | 36.75            | .37    | .37      | 3.68 | 1.30  | 31.03✓     | 10 Mar 6 1943  |       |                |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 11 Mar 13 1943 |       |                |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 12 Mar 20 1943 |       |                |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 13 Mar 27 1943 |       |                |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 14 Apr 3 1943  |       |                |
|                          |                          |                        | 44 ✓            | 34.50            | .35    | .35      | 3.45 | 1.10  | 29.25✓     | 15 Apr 10 1943 |       |                |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 16 Apr 17 1943 |       |                |
|                          |                          |                        | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 17 Apr 24 1943 |       |                |
|                          |                          |                        | 32              | 24.00            | .24    | .24      | 2.40 | .50   | 20.62      | 18 May 1 1943  |       |                |
|                          |                          |                        | 24              | 18.00            | .18    | .18      | 1.80 | .30   | 15.54      | 19 May 8 1943  |       |                |
| 1.20                     | 01                       | 01                     | 06              | 1.12             | 48     | 41.60    | .42  | .42   | 4.16       | 1.60           | 35.00 | 20 May 15 1943 |
|                          |                          |                        | 47              | 40.40            | .40    | .40      | 4.04 | 1.60  | 33.96      | 21 May 22 1943 |       |                |
|                          |                          |                        | 48              | 41.60            | .42    | .42      | 4.16 | 1.60  | 35.00      | 22 May 29 1943 |       |                |
|                          |                          |                        | 47              | 43.60            | .44    | .44      | 4.36 | 1.60  | 36.76      | 23 Jun 5 1943  |       |                |
|                          |                          |                        | 48              | 41.60            | .42    | .42      | 4.16 | 1.60  | 35.00      | 24 Jun 12 1943 |       |                |
|                          |                          |                        | 48              | 41.60            | .42    | .42      | 4.16 | 1.60  | 35.00      | 25 Jun 19 1943 |       |                |
|                          |                          |                        | 40              | 32.00            | .32    | .32      | 3.20 | .90   | 27.26      | 26 Jun 27 1943 |       |                |

| Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|------------------------|---------------------|-------------|
| 15.20                  | 455 12              | 1st Quarter |
| 477 10                 |                     | 2nd "       |
|                        |                     | 3rd "       |
|                        |                     | 4th "       |
|                        |                     | Totals      |

In case of Accident Notify

Name

Address

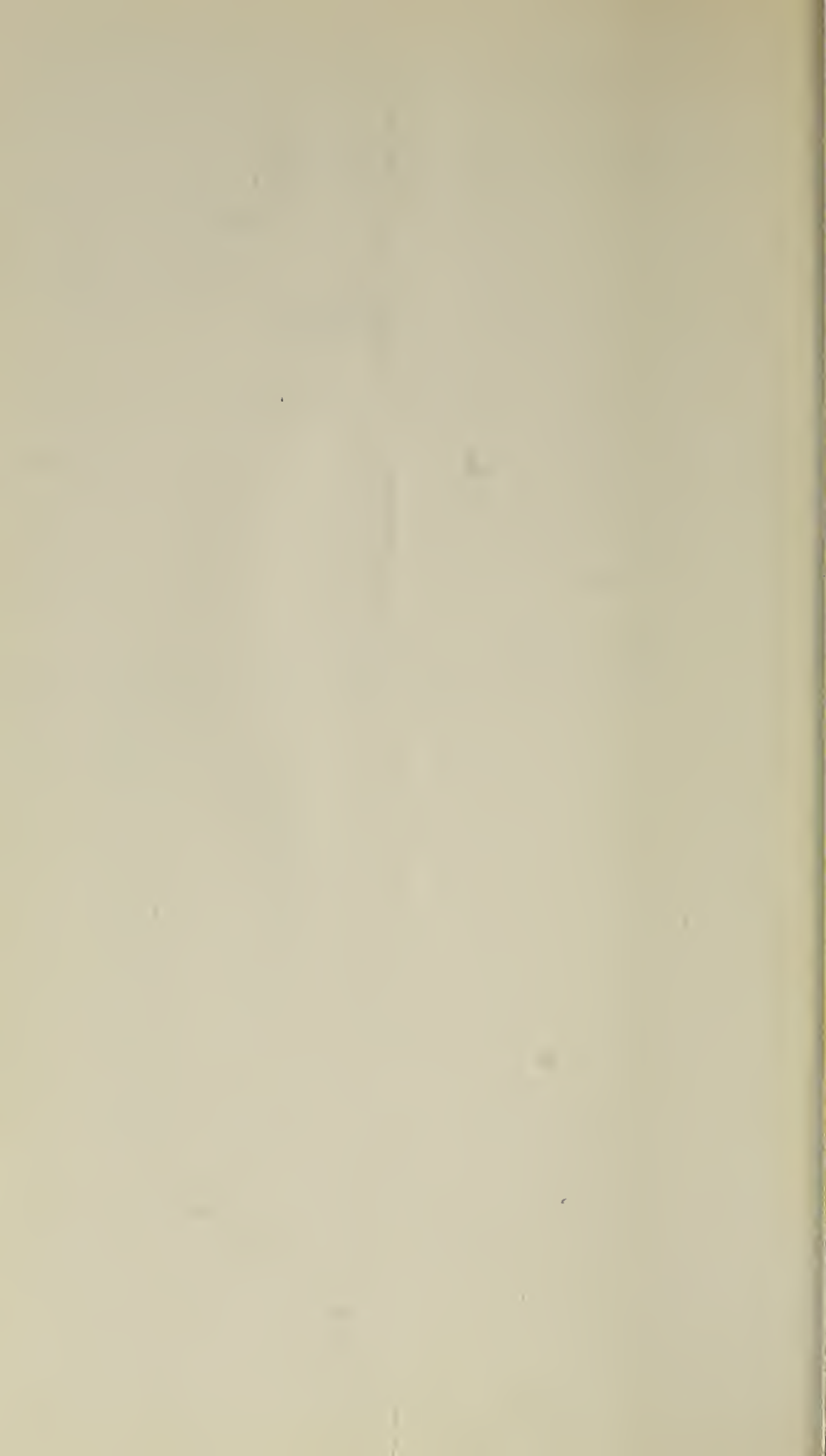
Phone

Relationship

| Summary        | Current Yr. | Prior Years |
|----------------|-------------|-------------|
| Total Earnings |             |             |
| No. of Weeks   |             |             |
| Worked         |             |             |
| Avg. Weekly    |             |             |
| Wage           |             |             |
| Full-Time      |             |             |
| Weekly Hours   |             |             |
| Hourly         |             |             |
| Rate Earned    |             |             |
| Unemploy. Ins. |             |             |
| Tax Deducted   |             |             |
| Fed. Old-Age   |             |             |
| Tax Deducted   |             |             |

WEEKLY AVERAGE HOURS WORKED  
 1942 1943 1944

Number  
 Quarters  
 Worked



## RESPONDENT'S EXHIBIT No. 14-E

## EMPLOYEE'S EARNINGS RECORD

A

Name SAMANIEGO, RAFAELA Employee No. 210 S. S. Account No. 550-28-5243  
 Address 2015 Corinth, W. L. A. Phone  
 Date of Birth 9-20-20 Male Female X Single X Married No. of Dependents 78-1-26-43  
 Place of Birth Cal. Date Becom's 65 Age Nationality 68-1-10-43  
 Date Employed 10-27-42 Rate \$ 58  
 Type of Work Burr 1st Rate Change \$ .75-3- 7-43

10%

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly<br>Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Bond | V-Tax | Net Amount | Period Ending  |
|--------------------------|--------------------------|---------------------------|-----------------|------------------|--------|----------|------|-------|------------|----------------|
|                          |                          |                           | 16              | 11.60            | .12    | .12      | 1.16 | .00   | 10.20      | 1 Jan 2 1943   |
|                          |                          |                           | 16              | 9.28             | .09    | .09      | .93  | .00   | 8.17       | 2 Jan 9 1943   |
|                          |                          |                           | 48              | 35.36            | .35    | .35      | 3.54 | 1.10  | 30.02      | 3 Jan 16 1943  |
|                          |                          |                           | 40              | 27.20            | .27    | .27      | 2.72 | .70   | 23.24      | 4 Jan 23 1943  |
|                          |                          |                           | 48              | 48.72            | .49    | .49      | 4.87 | 1.60  | 41.27      | 5 Jan 30 1943  |
|                          |                          |                           | 47              | 39.39            | .39    | .39      | 3.94 | 1.30  | 33.37      | 6 Feb 6 1943   |
|                          |                          |                           | 24              | 18.72            | .19    | .19      | 1.87 | .30   | 16.17      | 7 Feb 13 1943  |
|                          |                          |                           | 45              | 37.05            | .37    | .37      | 3.71 | 1.30  | 31.30      | 8 Feb 20 1943  |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.06 | 1.60  | 34.08      | 9 Feb 27 1943  |
|                          |                          |                           | 39 3/4 ✓        | 31.01            | .31    | .31      | 3.10 | .90   | 26.39 ✓    | 10 Mar 6 1943  |
|                          |                          |                           | 20 ✓            | 15.00            | .15    | .15      | 1.50 | .10   | 13.10 ✓    | 11 Mar 13 1943 |
| adj. 2 checks {          |                          |                           | 12.6 ✓          | 9.45             | .09    | .09      | .00  | .00   | 9.27 }     | 12 Mar 20 1943 |
|                          |                          |                           | 20 ✓            | 15.00            | .15    | .15      | .00  | .10   | 14.60 }    | 13 Mar 20 1943 |
|                          |                          |                           |                 |                  |        |          |      |       |            | 14             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 15             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 16             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 17             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 18             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 19             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 20             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 21             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 22             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 23             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 24             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 25             |
|                          |                          |                           |                 |                  |        |          |      |       |            | 26             |

Two checks 3/20/43

| Average<br>Weekly Hrs. | No. Weeks<br>Worked |
|------------------------|---------------------|
| 338 34                 | 1st Quarter         |
|                        | 2nd "               |
|                        | 3rd "               |
|                        | 4th "               |
|                        | Totals              |

## In Case of Accident Notify

Name  
 Address  
 Phone  
 Relationship

| Summary                | Current Yr. | Prior Years |
|------------------------|-------------|-------------|
| Total Earnings         |             |             |
| No. of Weeks Worked    |             |             |
| Avge. Weekly Wage      |             |             |
| Full-Time Weekly Hours |             |             |
| Hourly Rate Earned     |             |             |
| Unemploy. Ins.         |             |             |
| Tax Deducted           |             |             |
| Fed. Old-Age           |             |             |
| Tax Deducted           |             |             |

WEEKLY AVERAGE HOURS WORKED  
 1942 1943 1944

Number  
 Quarters  
 Worked



RESPONDENT'S EXHIBIT No. 14-F

EMPLOYEE'S EARNINGS RECORD

A

Name GRAY, ALMEDA LENORA Employee No. 244 S. S. Account No. 517-24-6116  
Address 2138 S. La Salle Phone PA-5176  
Date of Birth 2-10-89 Male Female X Single Married X No. of Dependents .80-5- 1-43  
Place of Birth Kan. Date Becomes 65 Age Nationality .75-2-28-43  
Date Employed 10-28-42 Rate \$ .58  
Type of Work ~~Day~~ Nights Rate Change \$ 73-1-40-43  
4116-1 Insp. 10% 78-1-21-43

| Total<br>Hours<br>Worked                        | Total<br>Wages<br>Earned | Average<br>Weekly<br>Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Bond | V-Tax | Net Amount | Period Ending  |
|---|--------------------------|---------------------------|-----------------|------------------|--------|----------|------|-------|------------|----------------|
|   |                          |                           | 16              | 11.60            | .12    | .12      | 1.16 | .00   | 10.20      | 1 Jan 2 1943   |
|   |                          |                           | 47              | 29.29            | .29    | .29      | 2.93 | .90   | 24.88      | 2 Jan 9 1943   |
|   |                          |                           | 48              | 37.96            | .38    | .38      | 3.80 | 1.30  | 32.10      | 3 Jan 16 1943  |
|   |                          |                           | 48              | 37.96            | .38    | .38      | 3.80 | 1.30  | 32.10      | 4 Jan 23 1943  |
|   |                          |                           | 48              | 37.96            | .38    | .38      | 3.80 | 1.30  | 32.10      | 5 Jan 30 1943  |
|   |                          |                           | 47              | 39.39            | .39    | .39      | 3.94 | 1.30  | 33.37      | 6 Feb 6 1943   |
|   |                          |                           | 48              | 40.56            | .41    | .41      | 4.06 | 1.60  | 34.08      | 7 Feb 13 1943  |
|   |                          |                           | 48              | 40.56            | .41    | .41      | 4.06 | 1.60  | 34.08      | 8 Feb 20 1943  |
|   |                          |                           | 48              | 40.56            | .41    | .41      | 4.06 | 1.60  | 34.08      | 9 Feb 27 1943  |
|   |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 10 Mar 6 1943  |
|   |                          |                           | 39 ✓            | 29.25            | .29    | .29      | 2.93 | .90   | 24.84✓     | 11 Mar 13 1943 |
|   |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 12 Mar 20 1943 |
|   |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 13 Mar 27 1943 |
|   |                          |                           | 00 ✓            | .00              | .00    | .00      | .00  | .00   | .00        | 14 Apr 3 1943  |
|   |                          |                           | 28 ✓            | 21.00            | .21    | .21      | 2.10 | .50   | 17.98✓     | 15 Apr 10 1943 |
|   |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 3.90 | 1.30  | 33.02✓     | 16 Apr 17 1943 |
| 2nd Bond Drive \$5.00 per wk.<br>extra to 37.50 |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 8.90 | 1.30  | 28.02✓     | 17 Apr 24 1943 |
|   |                          |                           | 48              | 39.00            | .39    | .39      | 8.90 | 1.30  | 28.02      | 18 May 1 1943  |
|   |                          |                           | 48              | 39.00            | .39    | .39      | 8.90 | 1.30  | 28.02      | 19 May 8 1943  |
| 3.20 .03 .03 .16 2.98                           |                          |                           | 48              | 41.60            | .42    | .42      | 9.16 | 1.60  | 30.00      | 20 May 15 1943 |
|   |                          |                           | 48              | 41.60            | .42    | .42      | 9.16 | 1.60  | 30.00      | 21 May 22 1943 |
|   |                          |                           | 47.6            | 41.12            | .41    | .41      | 9.11 | 1.60  | 29.59      | 22 May 29 1943 |
|   |                          |                           | 16              | 16.00            | .16    | .16      | 1.60 | .10   | 13.98      | 23 Jun 5 1943  |
|   |                          |                           |                 | .00              |        |          | .00  |       | .00        | 24 Jun 12 1943 |
|   |                          |                           |                 | .00              |        |          | .00  |       | .00        | 25 Jun 19 1943 |
|   |                          |                           |                 | .00              |        |          | .00  |       | .00        | 26 Jun 27 1943 |

| Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|------------------------|---------------------|-------------|
| 15.70                  | 462 09              | 1st Quarter |
| 320 52                 |                     | 2nd "       |
|                        |                     | 3rd "       |
|                        |                     | 4th "       |
|                        |                     | Totals      |

| In Case of Accident Notify | Summary                      | Current Yr. | Prior Years |
|----------------------------|------------------------------|-------------|-------------|
| Name                       | Total Earnings               |             |             |
| Address                    | No. of Weeks<br>Worked       |             |             |
| Phone                      | Avge. Weekly<br>Wage         |             |             |
| Relationship               | Full-Time                    |             |             |
|                            | Weekly Hours                 |             |             |
|                            | Hourly                       |             |             |
|                            | Rate Earned                  |             |             |
|                            | Unemploy. Ins.               |             |             |
|                            | Tax Deducted                 |             |             |
|                            | Fed. Old-Age<br>Tax Deducted |             |             |

WEEKLY AVERAGE HOURS WORKED  
1942 1943 1944

Number  
Quarters  
Worked





## RESPONDENT'S EXHIBIT No. 14-G

## EMPLOYEE'S EARNINGS RECORD

A

Name DAVIDSON, GRACE HANNAH Employee No. 257 S. S. Account No. 562-16-0615  
 Address Phone  
 Date of Birth 8-19-90 Male Female X Single Married X No. of Dependents  
 Place of Birth England Date Becomes 65 Age Nationality .80—5. 1-43  
 Date Employed 10-28-42 Rate \$ .68  
 Type of Work ~~Base~~ Buff Days Rate Change \$ .74 — 1-10-43  
 4116-1 4.69 .75 — 2-28-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly<br>Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | P.O.A.B. | Bond | V-Tax | Net Amount | Period Ending             |
|--------------------------|--------------------------|---------------------------|-----------------|------------------|--------|----------|------|-------|------------|---------------------------|
|                          |                          |                           | 16              | 11.60            | .12    | .12      | .00  | .00   | 11.36      | 1 Jan 2 1943              |
|                          |                          |                           | 31              | 17.98            | .18    | .18      | 4.69 | .30   | 12.63      | 2 Jan 9 1943              |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.69 | 1.60  | 33.45      | 3 Jan 16 1943             |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.69 | 1.60  | 33.45      | 4 Jan 23 1943             |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.68 | 1.60  | 33.46      | 5 Jan 30 1943             |
|                          |                          |                           | 47              | 39.39            | .39    | .39      | 4.69 | 1.30  | 32.62      | 6 Feb 6 1943              |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.68 | 1.60  | 33.46      | 7 Feb 13 1943             |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.69 | 1.60  | 33.45      | 8 Feb 20 1943             |
|                          |                          |                           | 48              | 40.56            | .41    | .41      | 4.69 | 1.60  | 33.45      | 9 Feb 27 1943             |
|                          |                          |                           | 45½ ✓           | 36.19            | .36    | .36      | 4.69 | 1.30  | 29.48 ✓    | 10 Mar 6 1943             |
|                          |                          |                           | 40 ✓            | 30.00            | .30    | .30      | 4.68 | .90   | 23.82 ✓    | 11 Mar 13 1943            |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 4.69 | 1.30  | 32.23 ✓    | 12 Mar 20 1943            |
|                          |                          |                           | 24 ✓            | 18.00            | .18    | .18      | 4.69 | .30   | 12.65 ✓    | 13 Mar 27 1943            |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 4.69 | 1.30  | 32.23 ✓    | 14 Apr 3 1943             |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 4.68 | 1.30  | 32.24 ✓    | 15 Apr 10 1943            |
|                          |                          |                           | 48 ✓            | 39.00            | .39    | .39      | 4.69 | 1.30  | 32.23 ✓    | 16 Apr 17 1943            |
|                          |                          |                           | 00 ✓            | .00              | .00    | .00      | .00  | .00   | .00        | 17 Apr 24 1943            |
|                          |                          |                           | 00              | .00              | .00    | .00      | .00  | .00   | .00        | 18 May 1 1943             |
|                          |                          |                           | 48              | 39.00            | .39    | .39      | 4.69 | 1.30  | 32.23      | 19 May 8 1943             |
| 2.60                     | .03                      | .03                       | .13             | 2.41             | 48     | 41.60    | .42  | .42   | 4.69       | 1.60 34.47 20 May 15 1943 |
|                          |                          |                           | 47              | 40.40            | .40    | .40      | 4.68 | 1.60  | 33.32      | 21 May 22 1943            |
|                          |                          |                           | 48              | 41.60            | .42    | .42      | 4.69 | 1.60  | 34.47      | 22 May 29 1943            |
|                          |                          |                           | 48              | 44.80            | .45    | .45      | 4.69 | 1.60  | 37.61      | 23 Jun 5 1943             |
|                          |                          |                           | 46              | 39.20            | .39    | .39      | 4.69 | 1.30  | 32.43      | 24 Jun 12 1943            |
|                          |                          |                           | 48              | 41.60            | .42    | .42      | 4.69 | 1.60  | 34.47      | 25 Jun 19 1943            |
|                          |                          |                           | 48              | 41.60            | .42    | .42      | 4.69 | 1.60  | 34.47      | 26 Jun 27 1943            |

| Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|------------------------|---------------------|-------------|
| 15.00                  | 435 52              | 1st Quarter |
| 449 40                 |                     | 2nd "       |
|                        |                     | 3rd "       |
|                        |                     | 4th "       |
|                        |                     | Totals      |

In Case of Accident Notify

Name  
 Address  
 Phone  
 Relationship

| Summary             | Current Yr | Prior Years |
|---------------------|------------|-------------|
| Total Earnings      |            |             |
| No. of Weeks Worked |            |             |
| Avg. Weekly Wage    |            |             |
| Full-Time           |            |             |
| Weekly Hours        |            |             |
| Hourly Rate Earned  |            |             |
| Unemploy. Ins.      |            |             |
| Tax Deducted        |            |             |
| Fed. Old-Age        |            |             |
| Tax Deducted        |            |             |

WEEKLY AVERAGE HOURS WORKED  
 1942 1943 1944

Number  
 Quarters  
 Worked



## RESPONDENT'S EXHIBIT No. 14-H

## EMPLOYEE'S EARNINGS RECORD

A

Name JONES, EDNA EARL Employee No. 173 S. S. Account No. 566-26-9749

Address Phone

Date of Birth 11-9-82 Male Female X Single X Married No. of Dependents

Place of Birth Tenn. Date Becomes 65 Age Nationality 73-1-10-43

Date Employed 11-6-42 Rate \$ .53

Type of Work Burr, 2nd. shift Rate Change \$ .78-1-31-43

3901-1 1.00

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I | F.O.A.B | Deductions<br>Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|------------------------|-----------------|------------------|-------|---------|--------------------|-------|------------|---------------|
|                          |                          |                        | 16              | 10.60            | .11   | .11     | .00                | .00   | 10.38      | 1 Jan 2 1943  |
|                          |                          |                        | 36              | 19.08            | .19   | .19     | 1.00               | .30   | 17.40      | 2 Jan 9 1943  |
|                          |                          |                        | 32              | 23.36            | .23   | .23     | 1.00               | .50   | 21.40      | 3 Jan 16 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38     | 1.00               | 1.30  | 34.90      | 4 Jan 23 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38     | 1.00               | 1.30  | 34.90      | 5 Jan 30 1943 |
|                          |                          |                        | 47½             | 39.98            | .40   | .40     | 1.00               | 1.30  | 36.88      | 6 Feb 6 1943  |
|                          |                          |                        | 48              | 40.56            | .41   | .41     | 1.00               | 1.60  | 37.14      | 7 Feb 13 1943 |
|                          |                          |                        | 48              | 40.56            | .41   | .41     | 1.00               | 1.60  | 37.14      | 8 Feb 20 1943 |
|                          |                          |                        | 8               | 6.24             | .06   | .06     | .00                | .00   | 6.12       | 9 Feb 27 1943 |

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22

23

24

25

26

| Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|------------------------|---------------------|-------------|
| 7.90                   | 256 30              | 1st Quarter |
|                        |                     | 2nd "       |
|                        |                     | 3rd "       |
|                        |                     | 4th "       |
|                        |                     | Totals      |

In case of Accident Notify

Name

Address

Phone

Relationship

Summary Current Yr. Prior Years

Total Earnings

No. of Weeks

Worked

Avge. Weekly

Wage

Full-Time

Weekly Hours

Hourly

Rate Earned

Unemploy. Ins.

Tax Deducted

Fed. Old-Age

Tax Deducted

WEEKLY AVERAGE HOURS WORKED

1942 1943 1944

Number

Quarters

Worked



RESPONDENT'S EXHIBIT No. 14-I

EMPLOYEE'S EARNINGS RECORD

A

Name MIX, DAISY

Address

Date of Birth 10-5-05

Place of Birth Ill.

Date Employed 11-9-42

Type of Work Burr

Employee No. 255

Male

Female X

Single

Married X

Date Becomes 65

Age

3901-1

10%

S. S. Account No. 546-24-7066

No. of Dependents

Nationality

Rate \$ .53

Rate Change \$ .73-1-10-43

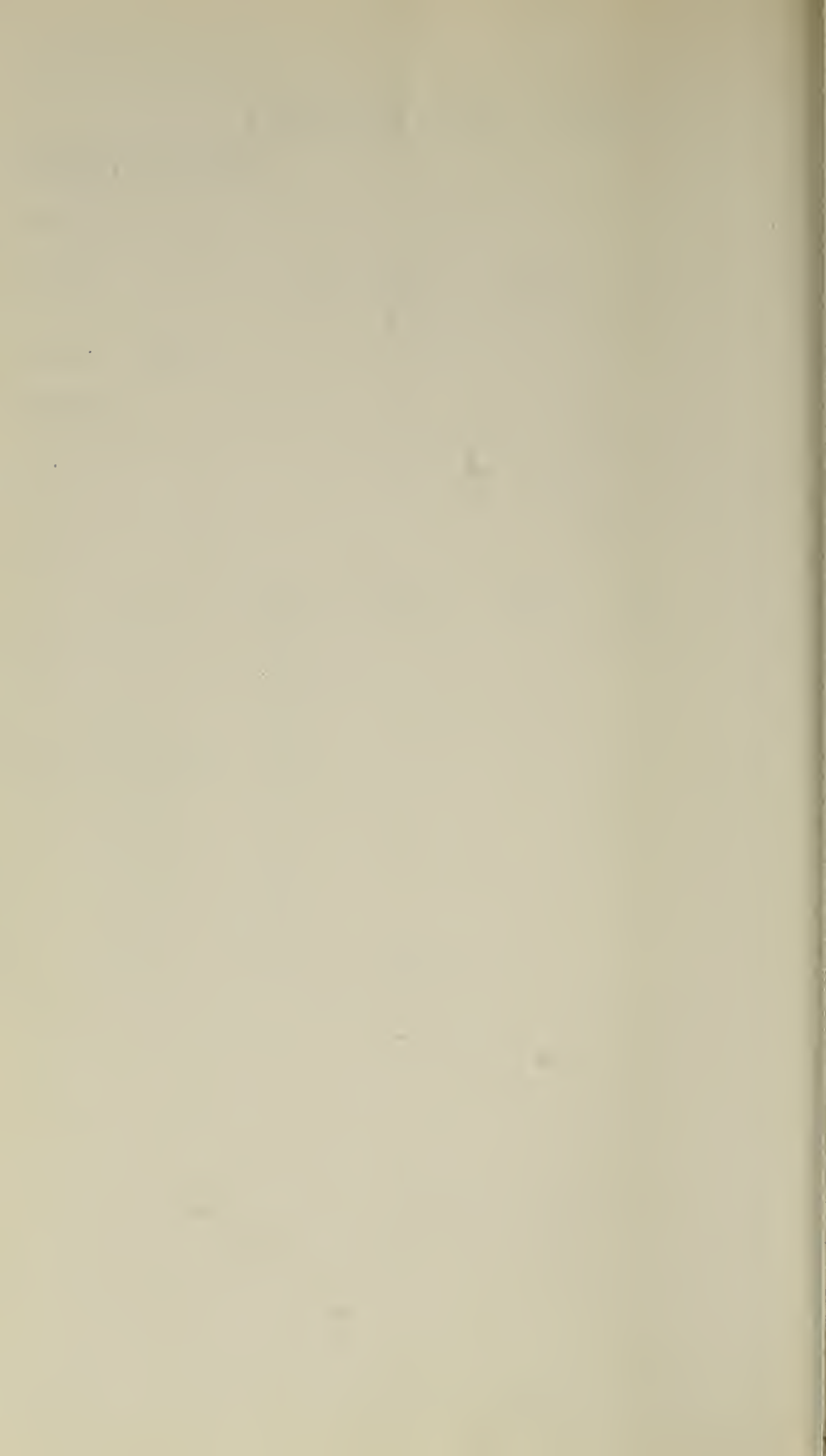
.78-2-14-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I | Deductions<br>F.O.A.B. Bond | V-Tax | Net Amount | Period Ending |         |         |
|--------------------------|--------------------------|------------------------|-----------------|------------------|-------|-----------------------------|-------|------------|---------------|---------|---------|
|                          |                          |                        | 16              | 10.60            | .11   | .11 1.06                    | .00   | 9.32       | 1             | Jan     | 2 1943  |
|                          |                          |                        | 47              | 26.77            | .27   | .27 2.68                    | .70   | 22.85      | 2             | Jan     | 9 1943  |
|                          |                          |                        | 48              | 37.96            | .38   | .38 3.80                    | 1.30  | 32.10      | 3             | Jan     | 16 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38 3.80                    | 1.30  | 32.10      | 4             | Jan     | 23 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38 3.80                    | 1.30  | 32.10      | 5             | Jan     | 30 1943 |
|                          |                          |                        | 47              | 36.87            | .37   | .37 3.69                    | 1.30  | 31.14      | 6             | Feb     | 6 1943  |
|                          |                          |                        | 48              | 37.96            | .38   | .38 3.80                    | 1.30  | 32.10      | 7             | Feb     | 13 1943 |
|                          |                          |                        | 48              | 40.56            | .41   | .41 .20                     | 1.60  | 37.94      | 8             | Feb     | 20 1943 |
|                          |                          |                        |                 |                  |       |                             |       |            | 9             | 2-27-42 |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 10            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 11            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 12            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 13            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 14            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 15            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 16            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 17            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 18            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 19            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 20            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 21            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 22            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 23            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 24            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 25            |         |         |
|                          |                          |                        |                 |                  |       |                             |       |            | 26            |         |         |

|  |  | Average<br>Weekly Hrs. | No. Weeks<br>Worked |
|--|--|------------------------|---------------------|
|  |  | 272                    | 88                  |
|  |  |                        | 1st Quarter         |
|  |  |                        | 2nd "               |
|  |  |                        | 3rd "               |
|  |  |                        | 4th "               |
|  |  |                        | Totals              |

| In Case of Accident Notify | Summary                     | Current Yr. | Prior Years |
|----------------------------|-----------------------------|-------------|-------------|
| Name                       | Total Earnings              |             |             |
| Address                    | No. of Weeks Worked         |             |             |
| Phone                      | Avge. Weekly Wage           |             |             |
| Relationship               | Full-Time Weekly Hours      |             |             |
|                            | Hourly Rate Earned          |             |             |
|                            | Unemploy. Ins. Tax Deducted |             |             |
|                            | Fed. Old-Age Tax Deducted   |             |             |

| WEEKLY AVERAGE HOURS WORKED |      |      | Number<br>Quarters<br>Worked |
|-----------------------------|------|------|------------------------------|
| 1942                        | 1943 | 1944 |                              |





RESPONDENT'S EXHIBIT No. 14-J

EMPLOYEE'S EARNINGS RECORD

A

NameTAYLOR, ALICE REBECCA

Address

Date of Birth5-10-94

Place of BirthKans.

Date Employed11-9-42

Type of WorkBurr

3901-J

Employee No. 243

Male

FemaleX

Date Becomes65

Single

MarriedX

Age

10%

S. S. Account No. 551-03-6382

No. of Dependents

Nationality.78-2-14-43

Rate\$ .53

Rate Change\$ .62-1-10-43

.73

| Total Hours Worked | Total Wages Earned | Average Weekly | Hours Worked | Amount Earned | S.U.I. | F.O.A.B. | Bond | V-Tax | Net Amount | Period Ending |         |    |      |
|--------------------|--------------------|----------------|--------------|---------------|--------|----------|------|-------|------------|---------------|---------|----|------|
|                    |                    |                | 16           | 10.60         | .11    | .11      | 1.06 | .00   | 9.32       | 1             | Jan     | 2  | 1943 |
|                    |                    |                | 48           | 27.56         | .28    | .28      | 2.76 | .70   | 23.54      | 2             | Jan     | 9  | 1943 |
|                    |                    |                | 40           | 27.20         | .27    | .27      | 2.72 | .70   | 23.24      | 3             | Jan     | 16 | 1943 |
|                    |                    |                | 40           | 31.20         | .31    | .31      | 3.12 | .90   | 26.56      | 4             | Jan     | 23 | 1943 |
|                    |                    |                | 48           | 37.96         | .38    | .38      | 3.80 | 1.30  | 32.10      | 5             | Jan     | 30 | 1943 |
|                    |                    |                | 48           | 37.96         | .38    | .38      | 3.80 | 1.30  | 32.10      | 6             | Feb     | 6  | 1943 |
|                    |                    |                | 48           | 37.96         | .38    | .38      | 3.80 | 1.30  | 32.10      | 7             | Feb     | 13 | 1943 |
|                    |                    |                | 48           | 40.56         | .41    | .41      | .20  | 1.60  | 37.94      | 8             | Feb     | 20 | 1943 |
|                    |                    |                | 8            | 6.24          | .06    | .06      | .00  | .00   | 6.12       | 9             | 2-27-43 |    |      |

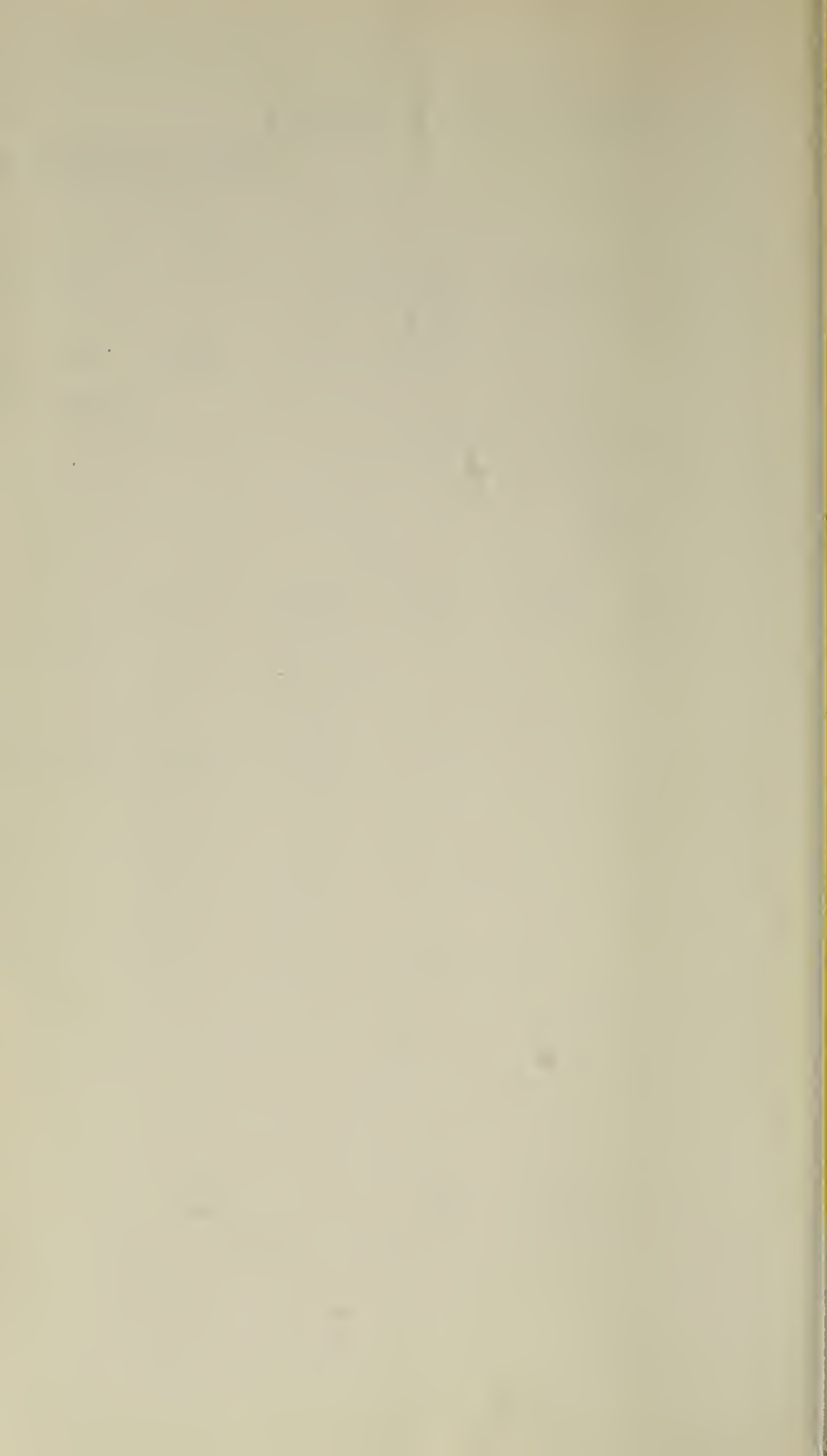
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|  |  |  |  | Average Weekly Hrs. | No. Weeks Worked |                |
|--|--|--|--|---------------------|------------------|----------------|
|  |  |  |  | 7.80                | 257              | 24 1st Quarter |
|  |  |  |  |                     |                  | 2nd "          |
|  |  |  |  |                     |                  | 3rd "          |
|  |  |  |  |                     |                  | 4th "          |
|  |  |  |  |                     |                  | Totals         |

| In Case of Accident Notify | Summary             | Current Yr. | Prior Years |
|----------------------------|---------------------|-------------|-------------|
| Name                       | Total Earnings      |             |             |
| Address                    | No. of Weeks Worked |             |             |
| Phone                      | Avg. Weekly Wage    |             |             |
| Relationship               | Full-Time           |             |             |
|                            | Weekly Hours        |             |             |
|                            | Hourly              |             |             |
|                            | Rate Earned         |             |             |
|                            | Unemploy. Ins.      |             |             |
|                            | Tax Deducted        |             |             |
|                            | Fed. Old-Age        |             |             |
|                            | Tax Deducted        |             |             |

WEEKLY AVERAGE HOURS WORKED  
1942 1943 1944

Number Quarters Worked



RESPONDENT'S EXHIBIT No. 14-K

EMPLOYEE'S EARNINGS RECORD

A

Name LONG, ELOISAEmployee No. 302S. S. Account No. 570-24-5895

AddressPhone

Date of Birth 4-3-95MaleFemale XSingleMarried XNo. of Dependents

Place of Birth N. M.Date Becomes 65AgeNationality

Date Employed 11-11-42Rate\$ .53

Type of Work Burr, 2nd. shiftRate Change \$ .73—1-10-43

3901-110%78—2-14-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly | Hour | Hours<br>Worked | Amount<br>Earned | S.U.L. | F.O.A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|-------------------|------|-----------------|------------------|--------|----------|--------------------|-------|------------|---------------|
|                          |                          |                   |      | 00              | .00              | .00    | .00      | .00                | .00   | .00        | 1 Jan 2 1943  |
|                          |                          |                   |      | 47              | 26.77            | .27    | .27      | 2.68               | .70   | 22.85      | 2 Jan 9 1943  |
|                          |                          |                   |      | 48              | 37.96            | .38    | .38      | 3.80               | 1.30  | 32.10      | 3 Jan 16 1943 |
|                          |                          |                   |      | 48              | 37.96            | .38    | .38      | 3.80               | 1.30  | 32.10      | 4 Jan 23 1943 |
|                          |                          |                   |      | 48              | 37.96            | .38    | .38      | 3.80               | 1.30  | 32.10      | 5 Jan 30 1943 |
|                          |                          |                   |      | 48              | 37.96            | .38    | .38      | 3.80               | 1.30  | 32.10      | 6 Feb 6 1943  |
|                          |                          |                   |      | 48              | 37.96            | .38    | .38      | 3.80               | 1.30  | 32.10      | 7 Feb 13 1943 |
|                          |                          |                   |      | 48              | 40.56            | .41    | .41      | .00                | 1.60  | 38.14      | 8 Feb 20 1943 |
|                          |                          |                   |      | 8               | 6.24             | .06    | .06      | .00                | .00   | 6.12       | 9 2-27-43     |

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| Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|------------------------|---------------------|-------------|
| 263                    | 37                  | 1st Quarter |
|                        |                     | 2nd "       |
|                        |                     | 3rd "       |
|                        |                     | 4th "       |
|                        |                     | Totals      |

In Case of Accident Notify

Name  
Address  
Phone  
Relationship

SummaryCurrent Yr.Prior Years

Total Earnings

No. of Weeks Worked

Avg. Weekly Wage

Full-Time Weekly Hours

Hourly Rate Earned

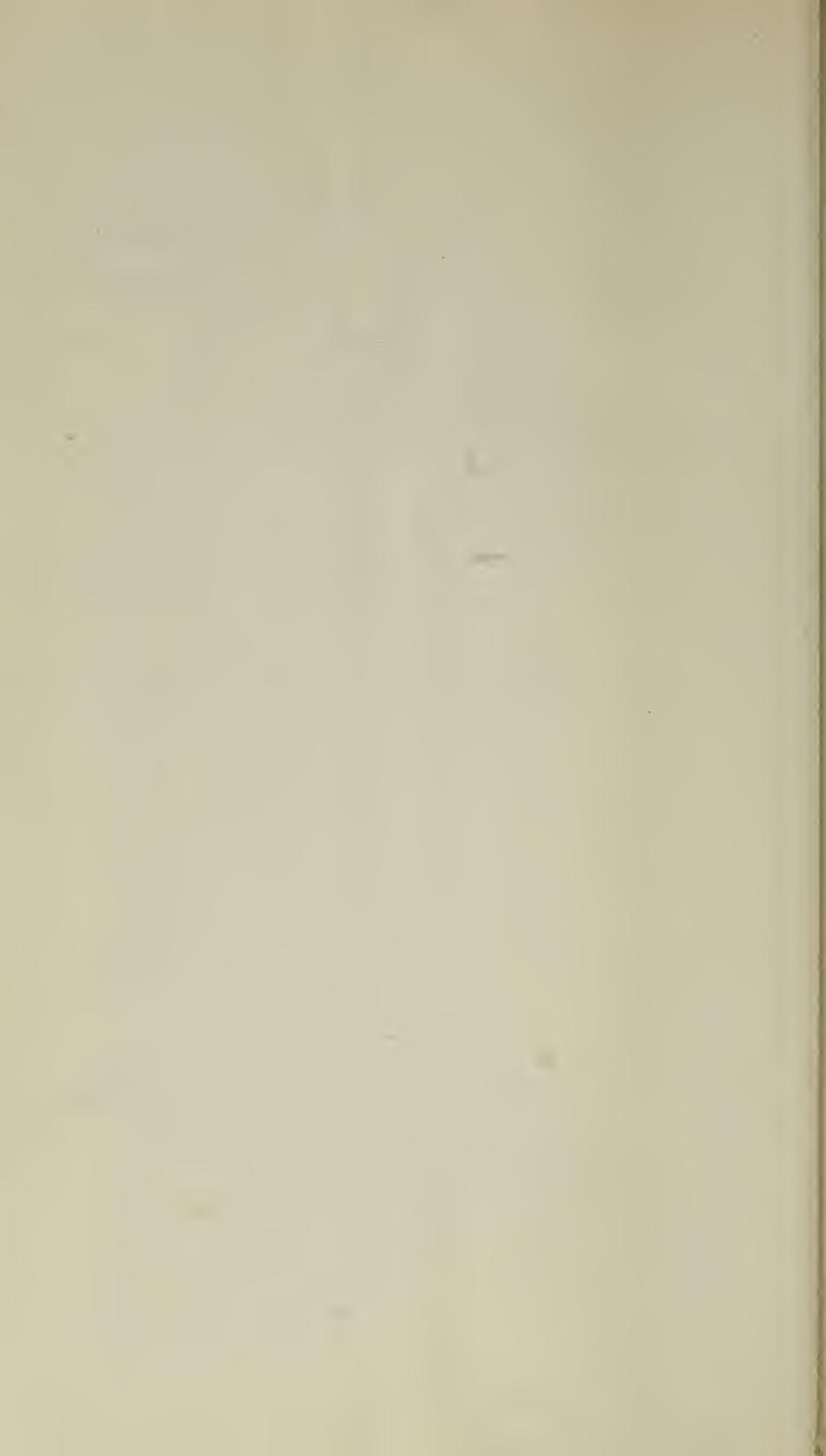
Unemploy. Ins.

Tax Deducted

Fed. Old-Age Tax Deducted

WEEKLY AVERAGE HOURS WORKED  
1942 1943 1944

Number  
Quarters  
Worked



## RESPONDENT'S EXHIBIT No. 14-L

## EMPLOYEE'S EARNINGS RECORD

A

Name ELSENIUS, MARY BARBARA

Employee No. 184

S. S. Account No. 564-18-0498

Address

Phone

Date of Birth 3-10-90

Male

Female X

Single X

Married

No. of Dependents .78—2-14-43

Place of Birth Ill

Date Becomes 65

Age

Nationality .73—1-10-43

Date Employed 11-16-42

Rate \$ .63

Type of Work Burr, 2nd. shift

Rate Change \$

3901-1

10%

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I | F.O.A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|------------------------|-----------------|------------------|-------|----------|--------------------|-------|------------|---------------|
|                          |                          |                        | 16              | 10.60            | .11   | .11      | 1.06               | .00   | 9.32       | 1 Jan 2 1943  |
|                          |                          |                        | 47              | 26.77            | .27   | .27      | 2.68               | .70   | 22.85      | 2 Jan 9 1943  |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 3 Jan 16 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 4 Jan 23 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 5 Jan 30 1943 |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 6 Feb 6 1943  |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 7 Feb 13 1943 |
|                          |                          |                        | 48              | 40.56            | .41   | .41      | 3.80               | 1.60  | 34.34      | 8 Feb 20 1943 |
|                          |                          |                        | 8               | 6.24             | .06   | .06      | .00                | .00   | 6.12       | 9 2/27/43     |

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Average  
Weekly Hrs.No. Weeks  
Worked

8.80 273 97 1st Quarter

2nd "

3rd "

4th "

Totals

In Case of Accident Notify

Name

Address

Phone

Relationship

Summary Current Yr. Prior Years

Total Earnings

No. of Weeks

Worked

Avg. Weekly

Wage

Full-Time

Weekly Hours

Hourly

Rate Earned

Unemploy. Ins.

Tax Deducted

Fed. Old-Age

Tax Deducted

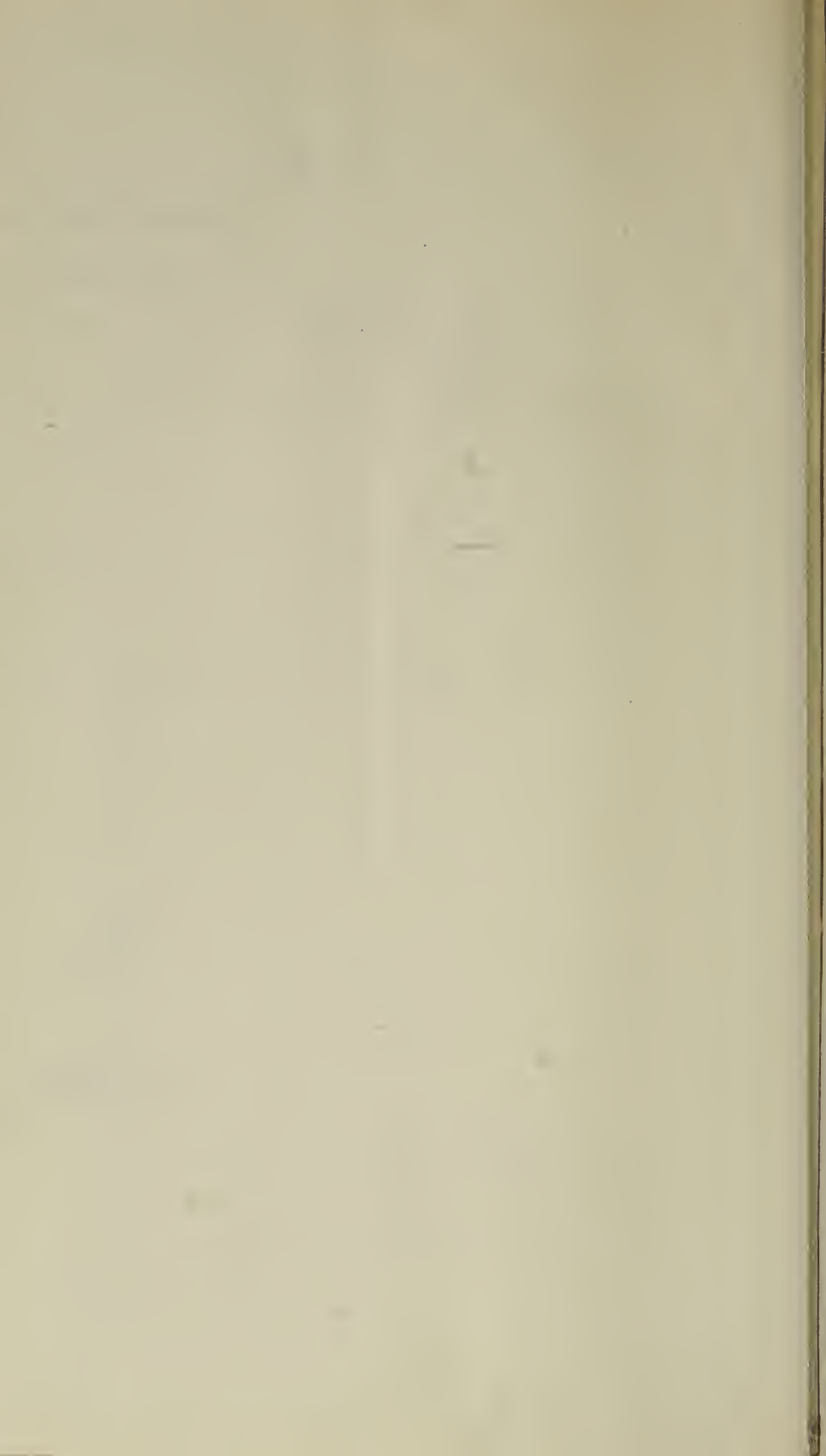
Number

Quarters

Worked

WEEKLY AVERAGE HOURS WORKED

1942 1943 1944





## RESPONDENT'S EXHIBIT No. 14-M

## EMPLOYEE'S EARNINGS RECORD

A

Name **RICHARDSON, ELLA BURDETTE** Employee No. **303** S. S. Account No. **512-16-9860**  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Date of Birth **5-17-20** Male Female ☒ X Single ☒ X Married \_\_\_\_\_ No. of Dependents \_\_\_\_\_  
 Place of Birth **Kan.** Date Becomes 65 \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_  
 Date Employed **11-19-42** Rate \$ **.53**  
 Type of Work **Burr** Rate Change **\$73-1-10-43**  
**3901-1** 5% **78-2-14-43**

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|------------------------|-----------------|------------------|--------|----------|------|-------|------------|---------------|
|                          |                          |                        | 8               | 6.36             | .06    | .06      | .00  | .00   | 6.24       | 1 Jan 2 1943  |
|                          |                          |                        | 47              | 26.77            | .27    | .27      | .00  | .70   | 25.53      | 2 Jan 9 1943  |
|                          |                          |                        | 48              | 37.96            | .38    | .38      | 1.90 | 1.30  | 34.00      | 3 Jan 16 1943 |
|                          |                          |                        | 48              | 37.96            | .38    | .38      | 1.90 | 1.30  | 34.00      | 4 Jan 23 1943 |
|                          |                          |                        | 48              | 37.96            | .38    | .38      | 1.90 | 1.30  | 34.00      | 5 Jan 30 1943 |
|                          |                          |                        | 47              | 36.87            | .37    | .37      | 1.84 | 1.30  | 32.99      | 6 Feb 6 1943  |
|                          |                          |                        | 36½             | 26.65            | .27    | .27      | 1.33 | .70   | 24.08      | 7 Feb 13 1943 |
|                          |                          |                        | 48              | 40.56            | .41    | .41      | .00  | 1.60  | 38.14      | 8 Feb 20 1943 |
|                          |                          |                        | 8               | 6.24             | .06    | .06      | .00  | .00   | 6.12       | 9 2-27-43     |
|                          |                          |                        |                 |                  |        |          |      |       |            | 10            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 11            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 12            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 13            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 14            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 15            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 16            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 17            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 18            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 19            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 20            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 21            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 22            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 23            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 24            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 25            |
|                          |                          |                        |                 |                  |        |          |      |       |            | 26            |

Average  
Weekly Hrs.

No. Weeks  
Worked

257

33

1st Quarter

2nd "

3rd "

4th "

In Case of Accident Notify

Name

Address

Phone

Relationship

Summary Current Yr. Prior Years

Total Earnings

No. of Weeks

Worked

Avge. Weekly

Wage

Full-Time

Weekly Hours

Hourly

Rate Earned

Unemploy. Ins.

Tax Deducted

Fed. Old-Age

Tax Deducted

WEEKLY AVERAGE HOURS WORKED

1942

1943

1944

Number

Quarters

Worked



## RESPONDENT'S EXHIBIT No. 14-N

## EMPLOYEE'S EARNINGS RECORD

A

Name SHARMAN, MARY E.

Employee No. 268

S. S. Account No. 559-18-2971

Address

Phone

Date of Birth 1-10-87

Male

Female X

Single

Married X

No. of Dependents

Place of Birth Tex.

Date Becomes 65

Age

Nationality

Date Employed 11-24-42

Rate \$ .53

Type of Work Burr, 2nd. shift

Rate Change \$ .73-1-10-43

3901.1

10%

.78-2-14-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I | F O A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|------------------------|-----------------|------------------|-------|----------|--------------------|-------|------------|---------------|
|                          |                          |                        | 16              | 10.60            | .11   | .11      | 1.06               | .00   | 9.32       | 1 Jan 2 1943  |
|                          |                          |                        | 47              | 26.77            | .7    | .27      | 2.68               | .70   | 22.85      | 2 Jan 9 1943  |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 3 Jan 16 1943 |
|                          |                          |                        | 0               | .00              | .00   | .00      | .00                | .00   | .00        | 4 Jan 23 1943 |
|                          |                          |                        | 24              | 17.52            | .18   | .18      | 1.75               | .30   | 15.11      | 5 Jan 30 1943 |
|                          |                          |                        | 47              | 36.87            | .37   | .37      | 3.69               | 1.30  | 31.14      | 6 Feb 6 1943  |
|                          |                          |                        | 48              | 37.96            | .38   | .38      | 3.80               | 1.30  | 32.10      | 7 Feb 13 1943 |
|                          |                          |                        | 32              | 24.96            | .25   | .25      | .00                | .70   | 23.76      | 8 Feb 20 1943 |
| Pd. off                  |                          |                        | [Illegible]     |                  |       |          | .00                | .00   | 6.12       | 9 2-26-43     |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 10            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 11            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 12            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 13            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 14            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 15            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 16            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 17            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 18            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 19            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 20            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 21            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 22            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 23            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 24            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 25            |
|                          |                          |                        |                 |                  |       |          |                    |       |            | 26            |

Average  
Weekly Hrs.No. Weeks  
Worked

192

64

1st Quarter

2nd "

3rd "

4th "

Totals

In Case of Accident Notify

Name

Address

Phone

Relationship

Summary

Current Yr.

Prior Years

Total Earnings

No. of Weeks

Worked

Avg. Weekly

Wage

Full-Time

Weekly Hours

Hourly

Rate Earned

Unemploy. Ins.

Tax Deducted

Fed. Old-Age

Tax Deducted

Number

Quarters

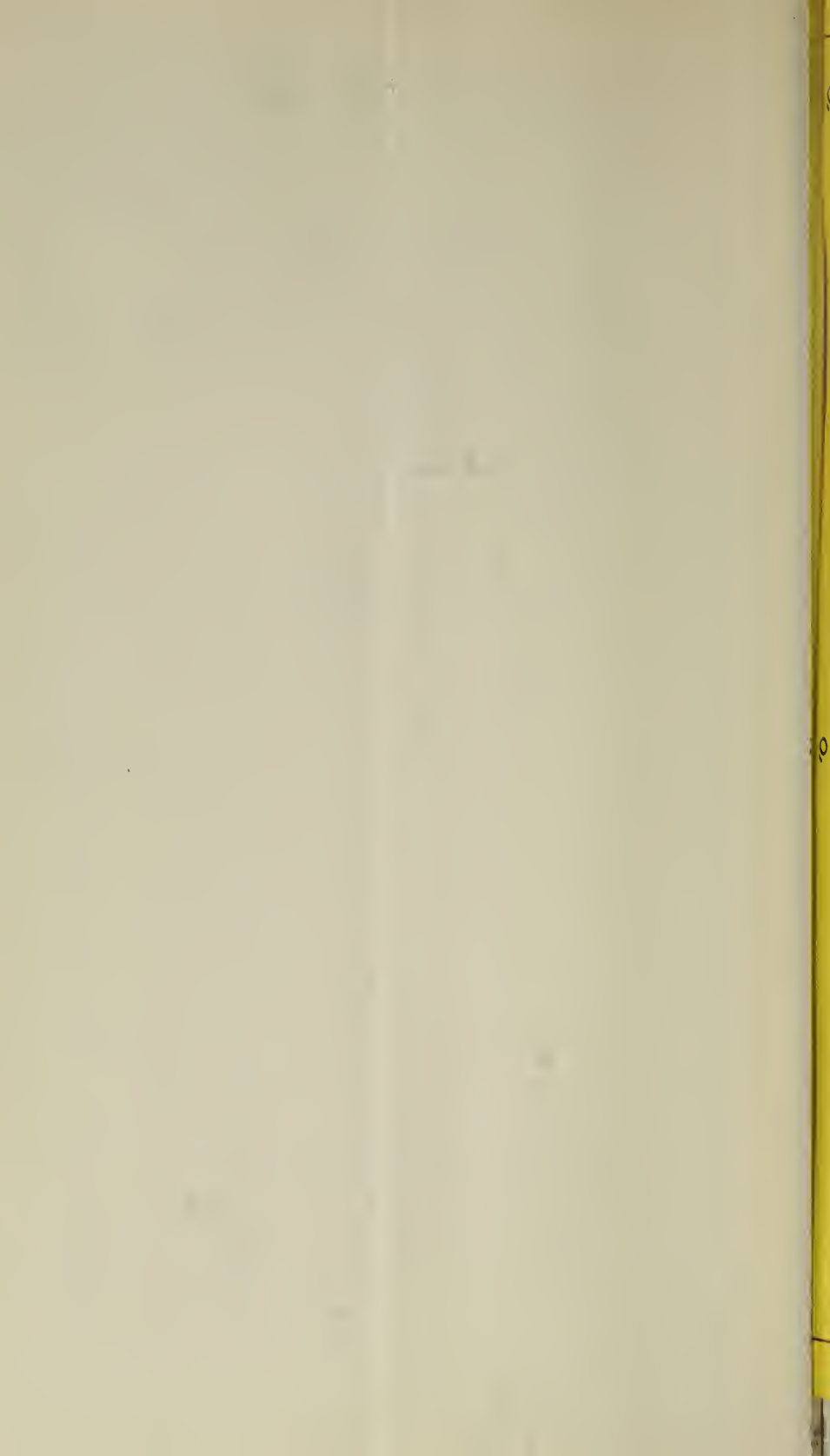
Worked

WEEKLY AVERAGE HOURS WORKED

1942

1943

1944



RESPONDENT'S EXHIBIT No. 14-O

EMPLOYEE'S EARNINGS RECORD

A

Name DESCHAZO, MYRTICE WADE

Employee No. 266

S. S. Account No. 572-14-7927

Address

Phone

Date of Birth 9-10-05

Male

Female X

Single

Married X

No. of Dependents

Place of Birth Tex.

Date Becomes 65

Age

Nationality

Date Employed 11-24-42

Rate \$ 63

Type of Work Burr, 2nd. shift

10%

Rate Change \$ .73-1-10-43

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly<br>Hour | Hours<br>Worked | Amount<br>Earned | S.U.I | F.O.A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|---------------------------|-----------------|------------------|-------|----------|--------------------|-------|------------|---------------|
|                          |                          |                           | 16              | 10.60            | .11   | .11      | 1.06               | .00   | 9.32       | 1 Jan 2 1943  |
|                          |                          |                           | 47              | 26.77            | .27   | .27      | 2.68               | .70   | 22.85      | 2 Jan 9 1943  |
|                          |                          |                           | 0               | .00              | .00   | .00      | .00                | .00   | .00        | 3 Jan 16 1943 |
|                          |                          |                           | 0               | .00              | .00   | .00      | .00                | .00   | .00        | 4 Jan 23 1943 |
|                          |                          |                           | 0               | .00              | .00   | .00      | .00                | .00   | .00        | 5 Jan 30 1943 |
|                          |                          |                           | 0               | .00              | .00   | .00      | .00                | .00   | .00        | 6 Feb 6 1943  |
|                          |                          |                           | 40              | 29.20            | .29   | .29      | 2.92               | .90   | 24.80      | 7 Feb 13 1943 |
|                          |                          |                           | 48              | 37.96            | .38   | .38      | .00                | 1.30  | 35.90      | 8 Feb 20 1943 |
|                          |                          |                           |                 |                  |       |          |                    |       |            | /             |
|                          |                          |                           | 8               | 5.84             | .06   | .06      | .00                | .00   | 5.72       | 9 2-27-43     |
|                          |                          |                           |                 |                  |       |          |                    |       |            | /             |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 10            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 11            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 12            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 13            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 14            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 15            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 16            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 17            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 18            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 19            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 20            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 21            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 22            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 23            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 24            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 25            |
|                          |                          |                           |                 |                  |       |          |                    |       |            | 26            |

|     | Average<br>Weekly Earnings | No. Weeks<br>Worked |             |
|-----|----------------------------|---------------------|-------------|
| 290 | 110                        | 37                  | 1st Quarter |
|     |                            |                     | 2nd "       |
|     |                            |                     | 3rd "       |
|     |                            |                     | 4th "       |
|     |                            |                     | Totals      |

In Case of Accident Notify

Summary

Current Yr.

Prior Years

Name

Total Earnings

No. of Weeks Worked

Avg. Weekly Wage

Full-Time

Weekly Hours

Hourly Rate Earned

Relationship

Unemploy. Ins.

Tax Deducted

Fed. Old-Age Tax Deducted

WEEKLY AVERAGE HOURS WORKED

Number Quarters Worked

1942

1943

1944





RESPONDENT'S EXHIBIT No. 14-P  
EMPLOYEE'S EARNINGS RECORD

A

Name COX, ANNA MARIEEmployee No. 186S. S. Account No. 545-30-9655

Address 5311 SaturnPhone Wy. 8306

Date of Birth 11-20-93MaleFemale ✓SingleMarried ✓No. of Dependents

Place of Birth GermanyDate Becomes 65AgeNationality68-2-14-43

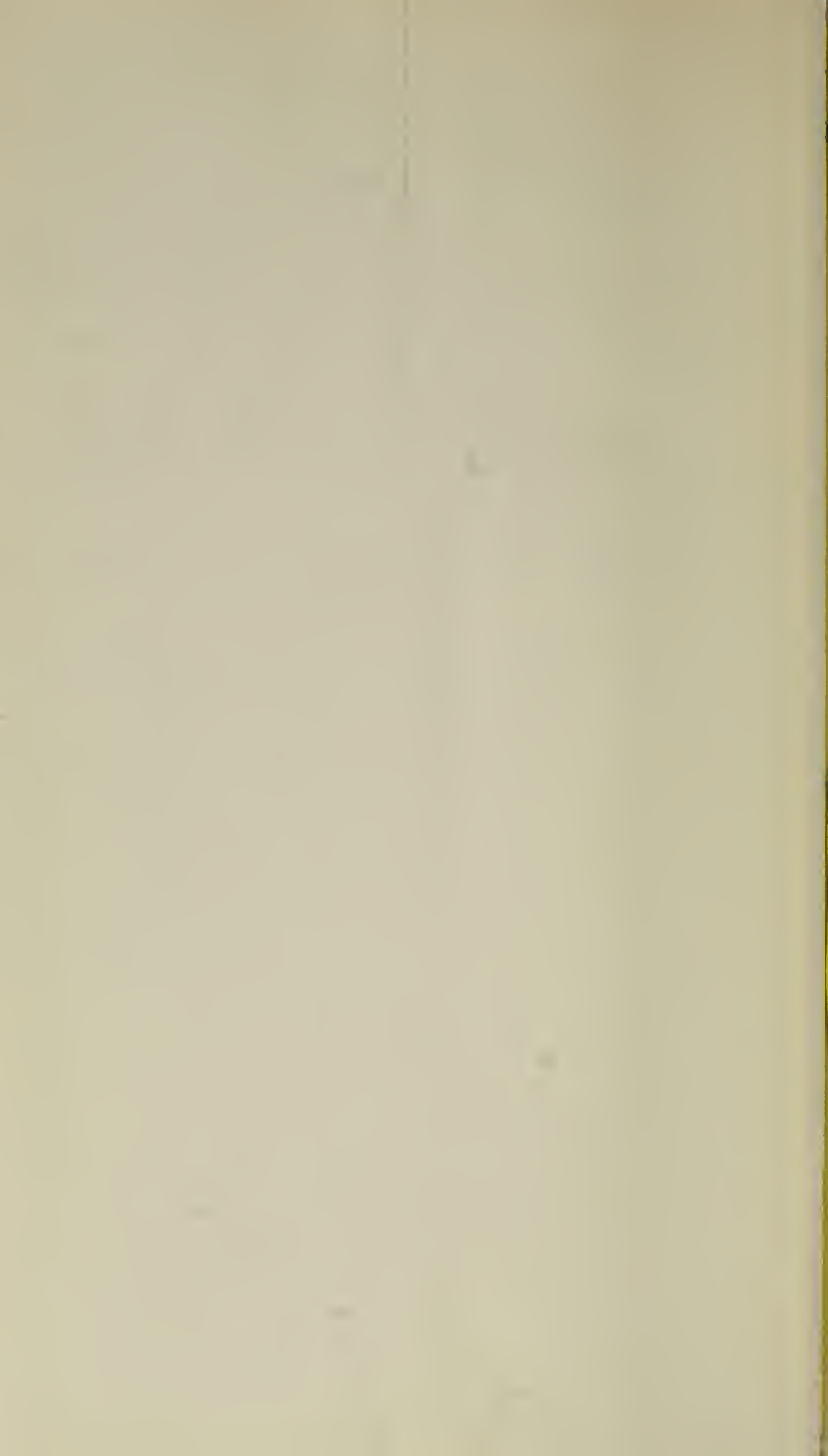
Date Employed 1-15-43Rate\$ 63

Type of Work Burr10%Rate Change \$

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | Deductions |     |        | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|------------------------|-----------------|------------------|------------|-----|--------|-------|------------|---------------|
|                          |                          |                        |                 |                  | S.U.I.     | F   | O.A.B. | Bond  |            |               |
|                          |                          |                        | 16              | 10.08            | .10        | .10 | .00    | .00   | 9.88       | 1             |
|                          |                          |                        | 48              | 32.76            | .33        | .33 | .00    | 1.10  | 31.00      | 2             |
|                          |                          |                        | 48              | 32.76            | .33        | .33 | 3.28   | 1.10  | 27.72      | 3 Jan 16 1943 |
|                          |                          |                        | 48              | 32.76            | .33        | .33 | 3.28   | 1.10  | 27.72      | 4 Jan 23 1943 |
|                          |                          |                        | 48              | 32.76            | .33        | .33 | 3.28   | 1.10  | 27.72      | 5 Jan 30 1943 |
|                          |                          |                        | 48              | 32.76            | .33        | .33 | 3.28   | 1.10  | 27.72      | 6 Feb 6 1943  |
|                          |                          |                        | 48              | 32.76            | .33        | .33 | 3.28   | 1.10  | 27.72      | 7 Feb 13 1943 |
|                          |                          |                        | 48              | 35.36            | .35        | .35 | .00    | 1.10  | 33.56      | 8 Feb 20 1943 |
|                          |                          |                        | 8               | 5.44             | .05        | .05 | .00    | .00   | 5.34       | 9 2-27-43     |
|                          |                          |                        |                 |                  |            |     |        |       |            | 10            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 11            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 12            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 13            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 14            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 15            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 16            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 17            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 18            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 19            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 20            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 21            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 22            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 23            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 24            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 25            |
|                          |                          |                        |                 |                  |            |     |        |       |            | 26            |

|     | Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|-----|------------------------|---------------------|-------------|
| 550 | 181                    | 92                  | 1st Quarter |
|     |                        |                     | 2nd "       |
|     |                        |                     | 3rd "       |
|     |                        |                     | 4th "       |
|     |                        |                     | Totals      |

| In Case of Accident Notify | Summary                     | Current Yr. | Prior Years |
|----------------------------|-----------------------------|-------------|-------------|
| Name                       | Total Earnings              |             |             |
| Address                    | No. of Weeks                |             |             |
| Phone                      | Worked                      |             |             |
| Relationship               | Avg. Weekly                 |             |             |
|                            | Wage                        |             |             |
|                            | Full-Time                   |             |             |
|                            | Weekly Hours                |             |             |
|                            | Hourly                      |             |             |
|                            | Rate Earned                 |             |             |
|                            | Unemploy. Ins.              |             |             |
|                            | Tax Deducted                |             |             |
|                            | Fed. Old-Age                |             |             |
|                            | Tax Deducted                |             |             |
|                            | Number                      |             |             |
|                            | Quarters                    |             |             |
|                            | Worked                      |             |             |
|                            | WEEKLY AVERAGE HOURS WORKED |             |             |
|                            | 1942                        | 1943        | 1944        |



## EMPLOYEE'S EARNINGS RECORD

4

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending  |
|--------------------------|--------------------------|------------------------|-----------------|------------------|--------|----------|--------------------|-------|------------|----------------|
|                          |                          |                        |                 |                  |        |          |                    |       |            | 1              |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 2              |
|                          |                          |                        |                 |                  |        |          |                    |       |            | 3              |
|                          |                          |                        | 40              | 25.20            | .25    | .25      | .00                | .70   | 24.00      | 4 Jan 23 1943  |
|                          |                          |                        | 48              | 32.76            | .33    | .33      | .00                | 1.10  | 31.00      | 5 Jan 30 1943  |
|                          |                          |                        | 31½             | 19.85            | .20    | .20      | .00                | .30   | 19.15      | 6 Feb 6 1943   |
|                          |                          |                        | 24              | 15.12            | .15    | .15      | 1.51               | .10   | 13.21      | 7 Feb 13 1943  |
|                          |                          |                        | 48              | 32.76            | .33    | .33      | .00                | 1.10  | 31.00      | 8 Feb 20 1943  |
|                          |                          |                        | 8               | 5.04             | .05    | .05      | .00                | .00   | 4.94       | 9 Feb 27 1943  |
|                          |                          |                        | 16✓             | 10.08            | .10    | .10      | .00                | .00   | 9.88✓      | 10             |
|                          |                          |                        | 48              | 32.76            | .33    | .33      | .00                | 1.10  | 31.00✓     | 11 Mar 13 1943 |
|                          |                          |                        | 48✓             | 31.20            | .31    | .31      | 3.12               | .90   | 26.56✓     | 12 Mar 20 1943 |
|                          |                          |                        | 48✓             | 31.20            | .31    | .31      | 3.12               | .90   | 26.56✓     | 13 Mar 27 1943 |
|                          |                          |                        | 48✓             | 42.96            | .43    | .43      | 4.30               | 1.60  | 36.20✓     | 14 Apr 3 1943  |
|                          |                          |                        | 48✓             | 36.40            | .36    | .36      | 1.30               | 1.30  | 33.08✓     | 15 Apr 10 1943 |
|                          |                          |                        | 48✓             | 36.40            | .36    | .36      | 3.64               | 1.30  | 30.74✓     | 16 Apr 17 1943 |
|                          |                          |                        | 48              | 36.40            | .36    | .36      | 3.64               | 1.30  | 30.74      | 17 Apr 24 1943 |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02      | 18 May 1 1943  |
|                          |                          |                        | 40              | 30.00            | .30    | .30      | 3.00               | .90   | 25.50      | 19 May 8 1943  |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02      | 20 May 15 1943 |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02      | 21 May 22 1943 |
|                          |                          |                        | 48              | 42.00            | .42    | .42      | 4.20               | 1.60  | 35.36      | 22 May 29 1943 |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02      | 23 Jun 5 1943  |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02      | 24 Jun 12 1943 |
|                          |                          |                        | 48              | 39.00            | .39    | .39      | 3.90               | 1.30  | 33.02      | 25 Jun 19 1943 |
|                          |                          |                        | 8               | 6.00             | .06    | .06      | .00                | .00   | 5.88       | 26 Jun 27 1943 |

|     | Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|-----|------------------------|---------------------|-------------|
| 530 | 204                    | 77                  | 1st Quarter |
|     | 456                    | 36                  | 2nd "       |
|     |                        |                     | 3rd "       |
|     |                        |                     | 4th "       |
|     |                        |                     | Totals      |

Number  
Quarters  
Worked

GILFILLAN BROS. INC.



## EMPLOYEE'S EARNINGS RECORD

A

|                |  |   |              |        |             |                   |             |  |
|----------------|--|---|--------------|--------|-------------|-------------------|-------------|--|
| Name           | ALLISON, BESS MARIE                          |   | Employee No. | 277    |             | S. S. Account No. | 545-30-7470 |  |
| Address        | 1267 Burnside Ave.                           |   | Phone        |        |             |                   |             |  |
| Date of Birth  | 6-22-93                                      | Male  | Female X     | Single | Married X   | No. of Dependents |             |  |
| Place of Birth | Illinois                                     | Date Becomes 65                               |              | Age    | Nationality | 68-5-14-42        |             |  |
| Date Employed  | 1-21-43                                      | <del>Re-hired 4-10-49</del> (Rehired 5-14-43) |              | Rate   |             | \$ 63 .63         |             |  |
| Type of Work   | <del>Heavy</del> Inspector—2nd. Shift Nights |   |              |        |             | Rate Change \$65  |             |  |
| 4107-1         |  |   |              |        |             | 70-6-6-43         |             |  |

[illegible]

|                             |  |  |  | Summary                | Current Yr. | Prior Years |
|-----------------------------|--|--|--|------------------------|-------------|-------------|
| In Case of Accident Notify  |  |  |  | Total Earnings         |             |             |
| Name                        |  |  |  | No. of Weeks Worked    |             |             |
| Address                     |  |  |  | Avg. Weekly Wage       |             |             |
| Phone                       |  |  |  | Full-Time Weekly Hours |             |             |
| Relationship                |  |  |  | Hourly Rate Earned     |             |             |
|                             |  |  |  | Unemploy. Ins.         |             |             |
|                             |  |  |  | Tax Deducted           |             |             |
|                             |  |  |  | Fed. Old-Age           |             |             |
|                             |  |  |  | Tax Deducted           |             |             |
|                             |  |  |  | Number                 |             |             |
| WEEKLY AVERAGE HOURS WORKED |  |  |  | Quarters               |             |             |
| 1942      1943      1944    |  |  |  | Worked                 |             |             |





RESPONDENT'S EXHIBIT No. 14-S

EMPLOYEE'S EARNINGS RECORD

A

Name BAXTER, FRANCES EVALYNEmployee No. 278S. S. Account No. 546-32-0909

AddressPhone

Date of Birth 8-24-83MaleFemale √Single √MarriedNo. of Dependents

Place of Birth Tenn.Date Begon 65AgeNationality

Date Employed 1-21-43 RehiredRate \$ .63

Type of Work Burr 2nd.Rate Change \$

| Total<br>Hours<br>Worked | Total<br>Wages<br>Earned | Average<br>Weekly<br>Hour | Hours<br>Worked | Amount<br>Earned | S.U.I. | F.O.A.B. | Deductions<br>Bond | V-Tax | Net Amount | Period Ending |
|--------------------------|--------------------------|---------------------------|-----------------|------------------|--------|----------|--------------------|-------|------------|---------------|
|                          |                          |                           |                 |                  |        |          |                    |       |            | 1             |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 2             |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 3             |
| 16                       | 10.08                    | .10                       | .10             | .00              | .00    |          |                    | 9.88  |            | 4 Jan 23 1943 |
| 48                       | 37.96                    | .38                       | .38             | .00              | 1.30   |          |                    | 35.90 |            | 5 Jan 30 1943 |
| 31                       | 19.53                    | .20                       | .20             | .00              | .30    |          |                    | 18.83 |            | 6 Feb 6 1943  |
|                          | .00                      |                           |                 |                  |        |          |                    | .00   |            | 7 Feb 13 1943 |
| 48                       | 32.76                    | .33                       | .33             | .00              | 1.10   |          |                    | 31.00 |            | 8 Feb 20 1943 |
|                          |                          |                           |                 |                  |        |          |                    |       |            | /             |
| 8                        | 5.04                     | .05                       | .05             | .00              | .00    |          |                    | 4.94  |            | 9 2-27-43     |
|                          |                          |                           |                 |                  |        |          |                    |       |            | /             |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 10            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 11            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 12            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 13            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 14            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 15            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 16            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 17            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 18            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 19            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 20            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 21            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 22            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 23            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 24            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 25            |
|                          |                          |                           |                 |                  |        |          |                    |       |            | 26            |

|     | Average<br>Weekly Hrs. | No. Weeks<br>Worked |             |
|-----|------------------------|---------------------|-------------|
| 270 | 105                    | 37                  | 1st Quarter |
|     |                        |                     | 2nd "       |
|     |                        |                     | 3rd "       |
|     |                        |                     | 4th "       |
|     |                        |                     | Totals      |

In Case of Accident Notify

Name

Address

Phone

Relationship

Summary

Current Yr.

Prior Years

Total Earnings

No. of Weeks Worked

Avg. Weekly Wage

Full-Time Weekly Hours

Hourly Rate Earned

Unemploy. Ins. Tax Deducted

Fed. Old-Age Tax Deducted

WEEKLY AVERAGE HOURS WORKED

1942 1943 1944

Number Quarters Worked



(Testimony of Irvin W. Sparks.)

Q. (By Mr. Nourse) You testified it was the custom of the plant to transfer, take girls off the burr bench and put them on milling machines and drilling machines and that that was the general order. Well, now, you know how that was carried out?

A. Yes, the foreman is instructed to see that the machines at all times wherever possible are kept running. The leadman on the drill presses, if he has been instructed by the foreman to go get a girl or girls from the burr bench, may do so by going to the leadgirl on the burr bench and ask for it. The leadgirl, if she can spare the girl, will do so. It is very close to there. Sometimes the foreman is busy, and we try to have a spirit of co-operation among the employees with the idea in mind that it is more or less of a big family [980] than anything else. [981]

Q. Now, do you know when Roy Johnson was made temporary leadman on the mills?

A. Yes. It was sometime during the month of July, 1942.

Q. (By Mr. Nourse) I will ask you if that is a photostatic copy of the complete employees' earnings records of Roy Johnson, so far as can be found yet in the company's records? A. That is.

Q. It starts—— A. January 3, 1942.

Q. I said complete. That is complete from the date of 1-3-42, down to——

A. That is the week of July, ending July 3rd, I think it is.

(Testimony of Irvin W. Sparks.)

Q. Ending July 3rd.

Mr. Nourse: I ask this be marked as our Exhibit No. 16. [982]

Trial Examiner Schneider: There being no objection, it will be admitted. [983]

Q. (By Mr. Nourse) When did Mr. Johnson cease to act as leadman?

A. He ceased a couple of times during that particular period.

Q. When did he finally? A. Finally?

Q. Yes.

A. At the time we hired a man by the name of Eustace Hall, who is now employed.

Q. Give me the date.

A. I don't have that date in mind.

Mr. Nourse: May I ask Mr. Johnson off the record—or right on the record? He is here in the court room. [984]

When was that?

Mr. Johnson: The last part of January or the first part of February.

Mr. Esterman: 1943?

Mr. Johnson: 1943.

Mr. Nourse: 1943.

Mr. Esterman: That is the last time he was temporarily a leadman.

Mr. Nourse: That is the last time he was temporarily a leadman.

Q. (By Mr. Nourse) But the changes in 1943 were on 1-10-43, when he was raised to \$1.12; 2-28-43, when he was raised to \$1.16-1/2; and 5-1-43,

(Testimony of Irvin W. Sparks.)

when he was raised to \$1.26-1/2, is that right? Read those figures. Maybe you can do it better than I can.

A. That is correct.

Q. What is the Belmar, what does that mean?

A. That is a secret project; that is all I can say.

Q. That designates the department, anyway, in which Mr. Johnson went to work when he left the lead?

A. Yes, sir.

Q. Is he doing any lead work there or is he just an operating employee?

A. I am not in a position to say, because it is entirely out from under my jurisdiction. [985]

Q. (By Mr. Nourse) I show you Respondent's Exhibit 2, and ask you if you have seen that before.

A. Yes.

Q. Did you ever see it on any bulletin board at the plant?

A. Yes, sir.

Q. Which one?

A. Both of the bulletin boards, one in the machine shop and [986] one in the main building.

Q. Do you know until about what date it remained there?

A. Around April the 15th or 16th, 1943.

Trial Examiner Schneider: Had it remained to that date?

Mr. Nourse: It remained there.

Trial Examiner Schneider: Until that date?

Mr. Nourse: Yes.

Trial Examiner Schneider: When did it go up there?

(Testimony of Irvin W. Sparks.)

Q. (By Mr. Nourse) Do you know how long before that it was put up?

A. I do not, but it was up there for some time before that. I didn't see it go up.

Q. You mean several days before?

A. It might have been a couple of weeks, or more. [987]

Q. (By Mr. Nourse) Now, what else was on the board at the time this was taken down, do you know?

A. Quite a number of things. Among some of them were A.F. of L. posters, or handbills. There were greeting cards, cards of thanks for presents received when children are born of employees in the plant. There was one card, I believe, that was an acknowledgment of flowers received, a funeral of one that had passed on. [988]

Q. (By Mr. Nourse) I show you Board's Exhibit 11 and [989] Board's Exhibit 2, and ask you if those were also among the things that were on the board on both the 15th and 16th of April?

A. They were.

Q. And how were they up there?

A. Shellacked.

Q. Now, what was done on both the 15th or 16th of April as to the boards?

A. They were clean.

Q. Anything left up?

A. Not a thing; everything was taken completely off the boards. [990]

Q. (By Mr. Nourse) Mr. Sparks, during this



(Testimony of Irvin W. Sparks.)

proceeding, I asked you to procure a copy for the record of respondent's 1, for identification, which has now been withdrawn. Did you order that from Art Strieb Photo Service, or whatever they are?

A. I asked that it be done, and it was done. I didn't personally do it.

Q. Now, I show you respondent's No. 17, for identification, and I ask you if that is what you were furnished when you asked for a copy of the other one? A. Yes.

Q. Do you know what wall this is a picture of?

A. Yes, it is the east wall, the outside portion of the east wall of the machine shop.

Q. That is in the alleyway between the machine shop building [991] and the main building?

A. That is correct.

Q. And just south of the easterly entrance into the machine shop, or one of the easterly entrances?

A. South about eight feet from the rolling door.

Q. And opposite this wall and against the main west wall of the main building were benches on which men sat on their rest period, men and women?

A. There were no benches at that time.

Q. But this was a passageway that men used in going from one place to another?

A. That is correct.

Q. I ask you if you saw the wall when it was in the condition shown by respondent's Exhibit No. 17, for identification? A. I did. [992]

Mr. Nourse: I am offering this as Exhibit No. 17 for the respondent. [993]

(Testimony of Irvin W. Sparks.)

Mr. Nourse: And is respondent's Exhibit No. 17 received?

Trial Examiner Schneider: One moment, please. Any objection to respondent's Exhibit No. 17?

Mr. Wilson: No objection.

Mr. Esterman: No objection.

Trial Examiner Schneider: It may be received in evidence.

(Thereupon, the document heretofore marked for identification as respondent's Exhibit No. 17, was received in evidence.) [995]

## RELATIONS BOARD

EXHIBIT NO. 17

Gilfillan Bros.

Sparks

OFFICIAL REPORT OF

Don Herrick

AFL MACHINISTS  
LODGE 311TO ALL GILFILLAN EMPLOYEES  
MEN AND WOMEN

NEW HOUSE COOKING WITH GAS!

Signed authorization cards came to the Union office  
in early mail! You're very much closer to Union repre-  
sentation, fair pay and fair treatment for Gilfillan  
employees. Next step is to

GILFILLAN EMPLOYEES MEETING  
AT THE WOODMEN HALL 1726 WOOD ST. CHICAGO

WEDNESDAY FEB. 12, 1936

... to answer all

... Gilfillan will be

... to meet Union

... will be there from 12

... 12-noon

... 12-noon

... 12-noon

... 12-noon

... 12-noon

... 12-noon

AFL MACHINISTS  
LODGE 311TO ALL GILFILLAN EMPLOYEES  
MEN AND WOMEN

NEW HOUSE COOKING WITH GAS!

Signed authorization cards came to the Union office  
in early mail! You're very much closer to Union repre-  
sentation, fair pay and fair treatment for Gilfillan  
employees. Next step is to

GILFILLAN EMPLOYEES MEETING  
AT THE WOODMEN HALL 1726 WOOD ST. CHICAGO

WEDNESDAY FEB. 12, 1936

Purpose of meeting - to answer all

questions about how Gilfillan will be

made a good place to work. Union

representatives will be there from 12

noon on Union steps from 12-

12-noon

12-noon

12-noon

12-noon

12-noon

100 AM-245-500-665 PM

THIS MEETING IS CALLED BY YOUR INTEREST-  
NOT THE COMPANY'S ATTEMPT TO KEEP YOU FROM  
CHALLENGING HOW YOU'RE COOKING FOR THE  
FIRM FOR STAYING HOME AND RESISTANCE MEETING  
BE INTERRUPTED WITH

(Testimony of Irvin W. Sparks.)

Mr. Nourse: And is respondent's Exhibit No. 17 received?

Trial Examiner Schneider: One moment, please. Any objection to respondent's Exhibit No. 17?

Mr. Wilson: No objection.

Mr. Esterman: No objection.

Trial Examiner Schneider: It may be received in evidence.

(Thereupon, the document heretofore marked for identification as respondent's Exhibit No. 17, was received in evidence.) [995]

NATIONAL LABOR RELATIONS BOARD

CASE NO. 21022-1

EXHIBIT NO. 17

IN THE MATTER OF

Giffellan Bros.

DATE 7-14-43

Sparks

ETHEL E. FISHER OFFICIAL REPORTER

BY William Herricks

OFFICE OF THE  
NATIONAL LABOR RELATIONS BOARD  
WASHINGTON, D. C.

IN YOUR COORDINATION WITH  
THE NATIONAL LABOR RELATIONS BOARD  
THE FOLLOWING EMPLOYEES MEETING  
AT THE WOODMEN HALL  
WETMORE AVENUE

THE EMPLOYEES OF THE  
GIFFELLAN BROS. CO.  
WETMORE AVENUE  
WASHINGTON, D. C.  
ON JULY 14, 1943  
AT 4:00 P. M.

THE EMPLOYEES OF THE GIFFELLAN BROS. CO. MET AT THE WOODMEN HALL, WETMORE AVENUE, WASHINGTON, D. C., ON JULY 14, 1943, AT 4:00 P. M. FOR THE PURPOSE OF ELECTING REPRESENTATIVES TO REPRESENT THEM IN ANY COLLECTIVE BARGAINING AGREEMENT WITH THEIR EMPLOYER. THE MEETING WAS ATTENDED BY 10 EMPLOYEES, 5 OF WHOM WERE ELEGIBLE TO VOTE. THE MEETING WAS CHAIRMANNED BY [REDACTED] AND MODERATED BY [REDACTED]. THE EMPLOYEES VOTED TO ELECT [REDACTED] AND [REDACTED] AS REPRESENTATIVES TO REPRESENT THEM IN ANY COLLECTIVE BARGAINING AGREEMENT WITH THEIR EMPLOYER. THE MEETING WAS CONDUCTED IN A FREE AND OPEN MANNER, AND NO UNLAWFUL ACTS WERE COMMITTED THEREIN.

OFFICE OF THE  
NATIONAL LABOR RELATIONS BOARD  
WASHINGTON, D. C.

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(Testimony of Irvin W. Sparks.)

Q. What are the orders, in the plant, as to who may take a drunk off a machine?

A. Anybody can take a drunk off a machine, and if he gives them any trouble at all, go get a guard and get him off the premises.

Q. That is whether it is a leadman or foreman or janitor?

A. It doesn't make any difference who it is.

Q. Do you know the understanding that was had when Roy Johnson went in July, when he became temporary leadman?

A. Yes, I know the understanding that was had with him.

Q. What was it?

A. He was made a temporary leadman with the distinct understanding that he have no power to hire or fire, and that as quickly as we could hire a competent leadman, that is, a man greater experienced than Roy Johnson in setting up and running mills, we would do so, and he would revert back to an operator.

Q. You say with a distinct understanding he had no power to hire or fire. Did any leadmen have that?

A. No, sir.

Q. Tell what was done in attempts to get some one experi- [1001] enced to lead between then and the time he went over to the other department you have no control over?

A. Continual application to the various agencies for such a man.

Q. Was he actually replaced?

A. He was replaced twice.

(Testimony of Irvin W. Sparks.)

Q. Twice?

A. By two different men. Neither one of them proved satisfactory. One of them quit of his own volition, and Mr. Cramer had to discharge the other man because he wasn't competent.

Q. Then you finally got a competent man?

A. And he is still employed.

Q. Who is that? A. Eustace Hall.

Q. Eustace Hall. Had he been formerly in your employ? A. Never prior to the time he came.

Q. I mean prior to the time he was made leadman, to replace Roy Johnson.

A. He was hired as a leadman, and he had never been in our employ prior to that time.

Q. Do you know what reliance Mr. Johnson had to put on Mr. Hoenes in doing his work?

A. Quite a bit.

Mr. Esterman: I think this is going in rather loosely. [1002] I would like to have a little more foundation for it.

Trial Examiner Schneider: What is the purpose of it, Mr. Nourse?

Mr. Nourse: I want to show that due to the intricacies of producing for war we had to take a man, no matter what his position had been in any other organization, and put him on here temporarily in order to carry out our war production, and this man really wasn't one of the persons that has been described that had the experience to really make him a leadman. He was just a stop-gap and he had to rely on the foreman to really carry out his job.

(Testimony of Irvin W. Sparks.)

Trial Examiner Schneider: What relationship is there between the amount of experience he had with the job and the amount of authority he had when he was given the job?

Mr. Nourse: Well, would it make any difference, in the findings, as to whether or not the company was interfering with or dominating the union, to show that through just these intricacies of the situation they had to take the president of the union and put him on a certain job, as leadman?

Trial Examiner Schneider: The question is whether or not Mr. Johnson was a supervisory employee.

Mr. Esterman: And not the reason he was put on.

Mr. Nourse: Let's assume now that the Examiner should hold, under the evidence, that he was supervisory. I don't [1003] know what you are going to hold. I can only assume you are going to hold against us. I say you might determine that situation against us. Then you would say supervisory and president of the union, company controlled. That might be the cycle in which you would reason.

Trial Examiner Schneider: Yes.

Mr. Nourse: Now, let's say that I show here that this was something in order to go ahead with the war effort we had to do. We either had to say to him, "Get out, resign from the union, because we have to make you leadman." Or go ahead and try to make the best of it. Doesn't the intent, doesn't

(Testimony of Irvin W. Sparks.)

the purpose of doing a thing, the result of it, have anything to do with the determination of that question?

The trial Examiner Schneider: Suppose Mr. Johnson had been made plant manager, due to the exigencies of the war, would you still say you were in the same position?

Mr. Nourse: I think that is a matter of management. Let's say he had been made president of the corporation, then he would have been management, wouldn't he?

It seems to me just as open as—the purpose and intent are just as much a part of what you have to determine as what the results were, from the act. The fact that a leadman is also an officer of the union doesn't necessarily result in control or unfair labor practice or anything else, but if it is done for a purpose, to accomplish results and [1004] does do it, that is a different question. If I am foreclosed on that, I want to know it right now and I will cut down my evidence a lot.

Trial Examiner Schneider: How much further do you expect to be with Mr. Sparks on that point?

Mr. Nourse: Mr. Sparks today?

Trial Examiner Schneider: Yes, on that point.

Mr. Nourse: I want him to explain what the whole situation was as to why Mr. Johnson was in there and how it was a fact he was picked because he had the experience to fill it. He had to rely back to the foreman, merely a kind of—when they got a man they put him on. That, to my mind, disposes

(Testimony of Irvin W. Sparks.)

of any intent to influence or control the union, by making its president leadman. If that isn't what the Board, by its evidence, intended to establish or infer, then I don't know what the purpose of the evidence was at all.

Mr. Esterman: We don't try to show the intent, we try to show the facts. I submit the facts will speak for themselves, why he was made a temporary leadman or temporarily put in charge, or what shouldn't make any difference. I simply say it is not material to this record, unless counsel wants to show, at the time he was made a temporary leadman, that everybody in the plant was notified it was temporary, and he wasn't rated as a foreman at all, and they shouldn't regard him as such. If it is preliminary to that I say it [1005] is material.

Mr. Nourse: I don't intend to show we went out and stood up on a rostrum and said that or hung a poster on Mr. Johnson's back that he was a temporary leadman. I do intend to show, and I have shown he was displaced twice in the period.

Mr. Esterman: I think that is competent evidence.

Trial Examiner Schneider: The fact as to his actual authority as distinguished from his apparent authority may be relevant. You may proceed.

Q. (By Mr. Nourse): Compared to the leadman that had formerly held the job and the one that followed him, what reliance did he have to put on Hoenes and what supervision did he have to have from Hoenes?



(Testimony of Irvin W. Sparks.)

Mr. Esterman: If you know.

Q. (By Mr. Nourse): If you know.

A. A great deal more. Mr. Johnson was the best man we had at the time, that we could get for a leadman. He knew more than anybody else on the mills at the time, outside of Mr. Hoenes.

Q. But not as much as was required for the job?

A. Not enough.

Q. Where is your office in relation to where all this work goes on?

A. Fifteen to twenty feet away from the mills, and then as [1006] the building progresses it gets that much farther away.

Q. That is just a glass partition so you can look out over the whole works?

A. I can stand in the office and see all the parts of the shop.

Q. How often are you out through the shop in conferring with the workmen and the superintendent?

A. All day long, off and on.

Q. Now, during this period before Eustace Hall came on and on the occasions when you had picked others as leadmen, on the mills, what did you do with Roy Johnson, where was he sent?

A. Back as an operator.

Q. What is it?

A. Back as an operator, until Eustace Hall came, and then he was transferred to the turret lathes very shortly thereafter.

Q. In other words, he was put back under these men you put on as leadmen, and then when they



(Testimony of Irvin W. Sparks.)

didn't pan out, he was made leadman again, and then you got another one, and then he went back as an operator under them?

A. That is right. [1007]

Q. (By Mr. Nourse): What percentage, I will put it that way, of operational employees—by that I cut out foremen, those in a supervisory capacity, but I include leadmen—and I cut out office help—what percentage of the total operating employees are in the machine shop?

A. Forty per cent. [1008]

Q. How are supervisory employees, such as Cramer and Walters and Whittet paid, by the hour or how?      A. Paid weekly.

Q. Weekly wage?      A. Weekly salary.

Q. And what are their hours?

A. 24 hours a day, if necessary.

Q. They are each in charge?

A. Ordinarily, Mr. Whittet's hours are from six in the morning until six in the evening, for two days, and then he is off one.

Q. I am not talking about that. I am just talking about people simply situated, that are general foreman, they have a shift?

A. They have a shift.

Q. Mr. Cramer's hours are a good deal like yours?      A. A good deal like mine.

Q. And the sun doesn't set on the Sparks empire? [1009]      A. I should say that is so.

Q. Mr. Cramer is there days and sometimes at night?

(Testimony of Irvin W. Sparks.)

A. He is there at different times. His normal hours are from eight to five, but he is there in the evening, two o'clock in the morning, he may come in at 11 at night, he may be there continuously.

Q. The same with you?

A. The same with me.

Q. Now, there has been some testimony here as to one Brooks who was in the shipping room at night. What is his capacity?

A. He is just a workman.

Mr. Esterman: Can we have his full name?

Mr. Nourse: There are two Brooks.

The Witness: His initials are E. P. Brooks.

Q. (By Mr. Nourse): Who is the head or foreman or leadman? You have a head shipping clerk?

A. We have a head shipping clerk and his name is A. R. Nigh.

Q. How many people are there in your large shipping department at night?

A. Mr. Brooks. Now, once in a while there may be some work that has to go out, and then he may ask for a couple of girls out of the burr department, that was prior to February 22nd. Subsequent to that, the day man does the same work as he has to, and he has to stay over at the present time. That is the arrangement. [1010]

Q. Where would he go? In the old days, where did he go when he wanted to get a girl from the burr department?

A. Marge Goebel, if he couldn't find the foreman.

(Testimony of Irvin W. Sparks.)

Q. Just go over and say, "Marge, have you got some girls to help me out?" A. He would.

Q. Mr. Brooks is on an hourly rate?

A. On an hourly rate.

Q. Are any leadmen or women in the plant on a weekly or a monthly wage, or are they all on an hourly rate? A. Hourly rate.

Mr. Nourse: May I have a conference with Mr. Esterman just a moment? This is the matter I spoke to the Examiner about?

Trial Examiner Schneider: We will take a short recess.

(A short recess taken.)

Trial Examiner Schneider: We will proceed.

Mr. Nourse: I have shown counsel a communication to the company from the United States Army, War Department, relative to revealing any information as to the plant, protection, and he has very kindly offered to stipulate that the guards at the plant of the respondent are not employed by it, and that neither the respondent nor its officers can give them any orders or directions.

Mr. Esterman: I will stipulate that that is the fact. [1011]

Q. (By Mr. Nourse): During January and February, did you notice any of the operators of the machines wearing A. F. of L. Buttons?

A. Yes.

Q. Do you know about how many?

A. Somewhere between 40 and 50 percent on the

(Testimony of Irvin W. Sparks.)

night shift. I think one on the day shift. I don't remember the swing shift.

Mr. Esterman: One percent or one person?

The Witness: One person.

Q. (By Mr. Nourse): Can you remember the names of any?

A. Yes, I can remember the name of George Hines.

Q. Anybody else? A. (No response.)

Q. Is he the same man who testified here?

A. Yes.

Q. Anybody else?

A. I can't remember the name of the other man who I have in mind. He is a janitor.

Q. Were either of those men discharged?

A. No, sir.

Q. At any time? A. No, sir. [1012]

Q. To your knowledge were any other men wearing A. F. of L. buttons discharged? A. No.

Q. Did you learn later that two of the men who were on the rework at night were A. F. of L.?

A. I heard that they were.

Q. But you didn't know at the time?

A. I didn't know and don't know today that they are.

Q. Do you remember a man named Haag?

A. Yes, I remember him.

Q. Do you remember whether or not he is one of those you saw wearing a button?

A. I don't remember whether Mr. Haag had a button on at the time.

(Testimony of Irvin W. Sparks.)

Q. Is he in your employ?

A. He is at the present time.

Q. It was testified here by Mr. Hines, I think on June 30th or July 1st, that Mr. Haag was one of the A. F. of L. committeemen in the plant, is that right?

A. I think so.

Q. Do you remember that?

A. I think that was testified to.

Q. After he testified, did you get an application from Mr. Haag for reemployment?

A. We did. [1013]

Q. And what action did you take on it?

A. We reemployed him.

Q. And had he been discharged before that, or had he voluntarily quit?

A. He resigned.

Mr. Nourse: I ask that this be marked respondent's Exhibit No. 19, for identification.

(Thereupon, the document referred to was marked Respondent's Exhibit No. 19, for identification.)

Q. (By Mr. Nourse): Now, I show you respondent's Exhibit No. 19, for identification, and ask you if that is a photostatic copy of the complete earning record of George Mose Hines, whom we have just mentioned, while he was with the company?

A. I believe it to be, yes.

Q. That is what you had prepared, is it?

A. That's right.

Q. As far as your knowledge, this is a true photostatic copy of the entire ledger sheets as to George

(Testimony of Irvin W. Sparks.)

Hines, which are known as employees' earning record?      A. That is correct.

Mr. Nourse: I offer it in evidence as Respondent's Exhibit No. 19.

Mr. Esterman: Does counsel care to state any purpose?

Mr. Nourse: Well, I have two purposes. First, is the [1014] impeachment of Mr. Hines, and second, to show that there was certainly no discrimination against him as a member of the A. F. of L. and this shows the constant rate of increase in pay before and after his known union activities, and we have shown that he wasn't discharged previously.

Mr. Esterman: No objection.

Mr. Wilson: No objection.

Trial Examiner Schneider: Mrs. Volz?

Mrs. Volz: No objection.

Trial Examiner Schneider: It may be admitted.

[1015]

Q. (By Mr. Nourse): Is Mr. Brussow employed in that plant?      A. Yes.

Q. And during January and February was he so employed?      A. He was.

Q. And in what capacity?

A. As a foreman on the night shift in the cable department.

Mr. Nourse: Will you produce Mr. Brussow's application or authorization card, please?

Mr. Esterman: You are addressing Mrs. Volz?

Mr. Nourse: I am addressing Mrs. Volz. [1016]

Trial Examiner Schneider: Let the record show



(Testimony of Irvin W. Sparks.)

that Mr. Brussow's application card was produced by Mrs. Volz.

Mrs. Volz: Athorization card.

Trial Examiner Schneider: Authorization card.

Mr. Esterman: As to this card, we will stipulate that this is one of the cards which was included in Mrs. Volz's tabulation; also that this was brought to her, as one of the authorizations obtained, for the Machinists, by Mr. George Hines.

Mr. Nourse: Among the hundreds he testified he obtained?

Mr. Esterman: That is right. I don't want to be put in the position of guaranteeing his signature.

Mr. Nourse: I don't ask that. I just offer it as our Exhibit next in order. This has nothing to do with Mr. Sparks. I don't know why I asked for it in connection with him.

Trial Examiner Schneider: You are referring to your offer of respondent's Exhibit No. 21?

Mr. Esterman: Are you going to state your purpose, counsel?

Mr. Nourse: Yes. It will be my hope, at least, to show, after that foremen in the plant were, during this period, soliciting memberships in the A. F. of L., and that they are still employed.

Mr. Esterman: I don't see any materiality to respondent's [1017] Exhibit 21, for identification. I don't think it helps the record. We will be glad to inform counsel now, if he isn't already informed, that foremen are admitted to membership in the

(Testimony of Irvin W. Sparks.)

Machinists union, and a great many foremen are members. Isn't that right?

Mrs. Volz: That is right.

Mr. Esterman: Certainly, there is no connection here about A. F. of L. being company dominated. I don't see the materiality of it, and I am making my objection on that basis. [1018]

Trial Examiner Schneider: It will be admitted as an authorization card bearing what purports to be the signature of Robert J. L. Brussow, describing him as a foreman and cable swager in the cable department.

(Thereupon, the document, heretofore marked for identification as Respondent's Exhibit No. 21, was received in evidence.)

### RESPONDENT'S EXHIBIT No. 21

[Postcard]

[In cut]: Postage Will be Paid by Addressee

[In cut]: No Postage Stamp Necessary if Mailed  
in the United States

Business Reply Card

First Class Permit No. 16049, Sec. 510, P. L. & R.,  
Los Angeles, Calif.

International Ass'n of Machinists, Lodge 311

Room 100 Labor Temple

532 Maple Avenue

Los Angeles, California

(Testimony of Irvin W. Sparks.)

Authorization for Representation Under the  
National Labor Relations Act

[In cut]: International Association of Machin-  
ists I A M

A. F. of L.

I, the undersigned employee of

~~Douglas Aircraft Co.~~

~~5201 Santa Fe Avenue~~

~~Vernon, Calif.~~

[In pencil]: Gilfillan Bro's 1815 Venice Blvd  
L. A.

authorize Lodge No. 311, International Association  
of Machinists, American Federation of Labor, to  
represent me in negotiations for better wages and  
working conditions.

This authorization supersedes any similar author-  
ity previously given to any person or organization.

My Signature Robert J. L. Brussow

My Address 1577½ W. 46th St. Phone ———

Kind of Work Foreman, & cable Swager

Dept. 8 (cable)

Date Feb. 9, 1943.

Shift: Day [x] Swing [ ] Graveyard [ ]

[In pencil]: Hines

41 [Union label]

(Testimony of Irvin W. Sparks.)

Cross Examination [1022]

Q. In other words, you don't distinguish, in your mind, so far as Johnson is concerned, between a leadman or being temporarily in charge? You would have referred to him, at that time, either as leadman or being temporarily in charge?

A. It would mean the same thing. [1024]

Q. Well, according to those Exhibits, respondent's Exhibits 14-A through S, and looking at these employees earning records, they show pay periods ending at least in January and February of this year, the pay periods ended with Saturday?

A. That's right.

Q. And one of those Saturdays would be the 16th of January, would it not?

A. That is correct.

Q. Now, for the pay period ending January 16th, when would the people in the machine shop receive their checks?

A. The following Thursday. [1032]

Q. Thursday of the next week?

A. Of the following Thursday, which I believe would calculate about the 21st of January.

Q. That is perfect calculation.

Now, will you tell me what that date means on those cards, that is, on 1-10-43? Does that mean that is the date of the week on which the increase is to become effective, or what does it mean?

A. 1-10 means that is the date it became effective.

Q. Beginning on the 10th of January, that person received a higher rate?

A. Yes.

(Testimony of Irvin W. Sparks.)

Q. And so that the 10th being the first day of the week ending the 16th, people were paid on the 21st for that week, the 21st of January?

Mr. Nourse: They wouldn't be paid on the 21st. These women never worked on Sunday, you know. Sunday was the 21st. They would be paid on Saturday.

Mr. Esterman: Thursday was the 21st.

Mr. Nourse: I thought you were talking about February, I'm sorry.

Mr. Esterman: The 10th was on a Sunday?

Mr. Nourse: All right.

Q. (By Mr. Esterman) That is, the 10th was considered the first day of the week and that is why it shows on there, [1033] even though the 10th was a Sunday and they didn't work on Sunday.

A. That's right.

Q. Now, do you recall whether any of the employees who were the subject of those payroll records, and I mean all but the last four in respondent's Exhibit No. 14, with subletters, do you recall whether any of them, or any combination of them were notified as to the increase in rate that was to be effective?

A. Individually.

Q. Individually or collectively or in groups, or however?

A. Individually, collectively.

Mr. Nourse: He hasn't finished his question yet.

Q. (By Mr. Esterman) When they were notified, any one, or group, or any combination of them in

(Testimony of Irvin W. Sparks.)

any way, whether they were given notice of the increase?       A. No, they weren't.

Mr. Nourse: You mean prior to getting their checks?

Mr. Esterman: Yes, that is exactly what I mean. Thank you.

The Witness: No, they were not.

Trial Examiner Schneider: They weren't informed of the increase?

The Witness: Not by myself.

Mr. Nourse: Nor to your knowledge by anyone else? [1034]

The Witness: Nor anyone else, to my knowledge.

Q. (By Mr. Esterman) Now, I haven't misunderstood you, have I, on Thursday of each week, at least at that time, January of 1943, pay checks were issued for the previous calendar week ending the previous Sunday, so there would be Monday, Tuesday, Wednesday and Thursday still due them at the time they got their checks, isn't that correct?

A. That is right.

Mr. Esterman: No more questions.

#### Redirect Examination

Q. (By Mr. Nourse) With whom did you first discuss the pay raise that was given to be effective January 10th, 1943?

A. When was the first time?

Q. Yes, when was the fact of being such a raise given first discussed by you with anyone?

A. With Roy Johnson, when he came in the office and spoke to me about it.



(Testimony of Irvin W. Sparks.)

Q. When was that?

A. I don't remember the date.

Q. Did this raise bring the women in the plant up to the comparative wage scale of men of the same rank of employment and doing the same work?

A. I don't think I quite understand your question. I believe you are trying to ask me if we had a differential between men and women, and if we adjusted that at that time? [1035]

Q. That is what I mean.

A. If that is it, that is the facts.

Q. All right. Now, when you had given other raises in the plant prior to this, was any announcement made of those raises prior to the time the checks were given out giving the raises?

A. No, sir.

Q. And do you have any announcement of raises before they are actually in effect and they get the checks? A. No, sir.

Q. Now, when you said in your letter that Mr. Johnson was in charge, you mean he had the duties and performed the duties which you have described here as being done by leadmen in the milling department?

At the time I wrote that letter I meant identically the same thing I testified to today as to his duties and his responsibilities. [1036]

#### Recross Examination

Q. (By Mr. Esterman) What do you know, Mr. Sparks, was the extent of the increase on January

(Testimony of Irvin W. Sparks.)

10th which you stated was to equalize the wages of women? How many women were raised, if you know, that is what I meant?

A. Frankly, I can't tell you how many.

Q. Was it only women that were involved?

A. Only women that were involved.

Q. And it was substantially, at least in most of the cases, 20 cents an hour, was it not? From 53 cents to 73 cents?

A. I believe that is what the record shows.

Q. I will put it to you this way: In cases where they were getting 53 cents, they were raised to 73 cents, wasn't that the general idea?

A. It was a ten-cent raise to bring them up to the equal starting rate of men and a 10-cent raise to bring them an automatic five-cent raise every 30 days. [1038]

Q. (By Trial Examiner Schneider) What authority does a leadman have over the operators on a machine under him, a machine on which the leadman is in charge?

A. By that, Mr. Schneider, I assume that you mean disciplinary. [1039]

Q. Does he have any authority of any kind?

A. Only to set the machine up and after it is set up, to tell the man that this is the way—to show him and then tell him, "You run it like this".

Q. Suppose the operator doesn't run the machine the way the leadman directs him to, what should the leadman do?

(Testimony of Irvin W. Sparks.)

A. He should call that to his attention, and if a man continues to run it in his way, rather than in the leadman's way of instructing him, then he has to go to the foreman or the superintendent and get him up there and say, "This man refuses to obey my instructions as to how this part should be run." And from there on disciplinary action is taken.

Q. Well, now, suppose a leadman expressed himself as being dissatisfied with the quality of the work of an operator, and he reported his opinion to the foreman, you say it would be up to the foreman to make a disposition of the matter? A. Yes.

Q. Now, in so doing, would the foreman give any weight to the opinion of the leadman?

A. If he had prior observation of the man's ability or inability to do the work, he might.

Q. That is, if the foreman had some——

A. (Interrupting) If the foreman had prior observation of this particular operator or workman's inability to produce the part properly, he might give some weight to it in this [1040] respect: He would say, "Well," to himself. "I know that is right."

Q. In that case the foreman would not be acting upon the leadman's opinion, but his own knowledge, would he not? A. That is right.

Q. Suppose the leadman had no personal knowledge as to the idiosyncrasies of the operator, and all he knew was what the leadman told him, would he give any weight to the opinion of the leadman?

A. Only that his instructions are to make a

(Testimony of Irvin W. Sparks.)

thorough investigation and determine, for himself, if those recommendations are right or wrong.

Q. You mean it would be mandatory upon the foreman to make his own investigation?

A. That is right.

Q. And not accept the word of the leadman?

A. No, sir.

Q. You are positive of that?

A. If he did he is going entirely contrary to instructions.

Q. Do you know what the practice was? Sometimes the practice is different from the instructions.

A. Not in the majority of cases. I will put it that way, Mr. Schneider, because I am not there 24 hours a day.

Mr. Nourse: In other words, do you know of any times in which—— [1041]

The Witness: (Interrupting) I do not know of any times where the foreman has gone entirely upon the leadman's recommendation.

Q. (By Trial Examiner Schneider) You say entirely. Do you mean, then, that in some cases they have done so partially?

A. After an investigation and he finds what the leadman recommends as being true, then that would unquestionably influence him. I believe it would be in the same case.

Q. If the foreman acquires knowledge of his own observation, there is no necessity for him to rely upon the leadman's opinion, then he wouldn't be relying upon the leadman's opinion?

(Testimony of Irvin W. Sparks.)

A. No, I guess that is right.

Q. Would you say you know of no case where the foreman, in making a disposition as to what is to be done concerning an operator, relied, in any way, upon the opinion or recommendations of the leadman?

Mr. Nourse: I submit that the Examiner's question calls for this witness to determine what went on in the mind of somebody else. It would be a clear guess, speculation of the wildest kind.

Trial Examiner Schneider: If he knows.

Mr. Nourse: Unless the foreman had said, "Well I summed this case up this way. I saw that the fellow didn't do very good work and the leadman said he didn't do very good work, [1042] and putting it in and adding that, I discharged him." That is the only way he could determine what went on in the foreman's mind.

Trial Examiner Schneider: I will put this question to you, Mr. Nourse: Suppose that a foreman came to Mr. Sparks and said to him that leadman A had reported to him that Operator B was inefficient, and "I therefore discharged him."

Mr. Nourse: There it would be relying wholly upon him.

Trial Examiner Schneider: That is what I am asking Mr. Sparks. If he has no information on the subject, obviously he can't answer it.

Mr. Nourse: Then I misunderstood the Examiner's question, because the Examiner's question was, did he rely partially, do you know of any case



(Testimony of Irvin W. Sparks.)

in which he relied in a partial manner on what the leadman's recommendation was.

Trial Examiner Schneider: That is right.

Mr. Nourse: Now, the case you now state is where he had had the recommendation and acted upon it; not on anything else. I am not trying to object to the thing, but I cannot see how this witness can judge what went on in a foreman's mind where he knew, made an investigation and knew facts, and also knew that the leadman had recommended; what went on in the mind of the foreman, when he recommended his conclusion, unless the foreman had told him, "I reached it in this manner."

Trial Examiner Schneider: He wasn't being asked what [1043] went on in the foreman's mind. He is only being asked if he knows what the foreman did.

Mr. Nourse: I submit that isn't your Honor's question.

Q. (By Trial Examiner Schneider) In view of the discussion between Mr. Nourse and myself, do you understand what I am driving at?

A. I believe I do, and I will have to say, to my knowledge, I know of no instance of that type.

[1044]

Q. Then, on your direct examination, Mr. Sparks, you made a reference to the fact that on April 16th the bulletin boards were stripped of everything that was posted on them, is that correct?



(Testimony of Irvin W. Sparks.)

A. I believe I said the 15th or 16th, Mr. Schneider, but those were the words.

Q. That applied to both of those boards?

A. That applied to both bulletin boards.

Q. Who removed the material from the boards?

A. Mr. J. E. Nevins.

Q. Why was it removed?

A. It was removed according to Mr. Gilfillan's instructions to Mr. Nevins.

Q. Was any reason given for the removal?

A. In a statement to Mr.— [1046]

Mr. Nourse: (Interrupting) Do you know what was given? If you know, say so; not what was in the statement. Just state what Mr. Gilfillan said, not what was in the statement.

The Witness: He said to have the bulletin boards cleaned because he was tired of seeing so much junk, and so many productive employees spending so much time up there reading what was on the board; he thought he had better clean it up.

Q. (By Trial Examiner Schneider) Mr. Sparks, is there any differential in wage rates between the operator of a machine and the leadman?

A. There is in some cases.

Q. Not in all cases?

A. Not in all cases.

Q. You mean that some operators will earn as much as the leadman?

A. In the case of Mr. Johnson, I believe, some of his men—men that were temporarily under him, earned as much as he. I could be mistaken in that.

(Testimony of Irvin W. Sparks.)

We had one other man there, who was the best lead-man we could get, and I don't believe he was paid any more than some of the men under him.

Q. Is that the normal state of affairs?

A. That is not the normal state of affairs.

Q. What would you describe as normal? [1047]

Mr. Nourse: I will state, if you will let me, something here that will save the record. The union contract that was then in effect called for 10 cents an hour more for leadmen than operators, and that was generally paid, but it was not paid in the case of Mr. Johnson or one or two others that were not experienced.

Trial Examiner Schneider: Thank you. [1048]

Q. Raises were given around January 10th, as I understand? A. Yes.

Q. Can you give the circumstances surrounding that raise, how it happened to be made?

A. Yes. Roy Johnson came to me and I think it was in the latter part of December or first of January, and spoke about bringing women up to an equal of men, on their starting rate. I told him that I would take the matter up, take it under consideration and see what could be done about it. I spoke [1050] to Mr. Gilfillan about it, and I believe General Order 16 had come out some time prior to that.

Mr. Nourse: You mean War Labor Board Directive 16?

The Witness: Either that or one by the President, I don't remember which. But, anyway, it

(Testimony of Irvin W. Sparks.)

was an order in which women were supposed to be brought up to the equal of men. We had not as yet received a copy of it, but we found it was in effect, and we put that in January 10th. I notified Mr. Johnson to that effect. [1051]

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### ROY JOHNSON

a witness called by and on behalf of the Respondent, having been previously duly sworn, was examined and testified further as follows:

#### Direct Examination

Q. (By Mr. Nourse) Mr. Johnson, I think it has been testified to here that in the 1943 contract, which is Board's Exhibit 12, that was entered into, that certain provisions of it were carried over from the old contract. Now, I will call your attention to Exhibit A, and ask if that had been entered into during the period that the 1942 contract was still in existence between the parties?

A. Yes, it was. [1104]

Q. Did you have a meeting with Mr. S. W. Gilfillan, at the Gilfillan plant, early in March, 1943?

A. Yes, I did. [1112]

Q. How was the meeting arranged?

A. Well, I arranged the meeting. On Mr. Gilfillan's return from, I believe, Washington, he walked through the factory early in the morning and I talked to him at that time in reference to that.

Q. What did you ask him?

(Testimony of Roy Johnson.)

A. Well, we were already drawing up the contract for the previous year and we got a letter from the National Labor Relations Board calling for a petition that the A. F. of L. had asked for an election in the plant.

Q. You received that letter?

A. Yes, I did.

Q. What did you say to Mr. Gilfillan?

A. Well, in view of the fact that it was already started, the negotiations were already started for our contract and in talking about it, I asked him if it was making any difference as to putting the contract in force.

Q. When you met him, this was in the factory?

A. In the factory.

Q. What did he say?

A. He suggested that I talk it over with the officers of the E.M.A., which I did, and asked for an appointment to see Mr. Gilfillan.

Q. Did he grant it?

A. He granted it, yes.

Q. Where was the meeting held? [1113]

A. In Mr. Gilfillan's office.

Q. Who was present?

A. Otto Stegner, Carmen Fauria, Leo Pfleger and myself.

Q. And who else? A. And Mr. Gilfillan.

Q. Anyone else there? All of the people you named, other than Mr. Gilfillan, were they officers of the E.M.A.? A. Officers of the E.M.A.

(Testimony of Roy Johnson.)

Q. There was no one else there on the part of the company?

A. Nobody else was in the room at the time.

Q. Aside from Mr. Gilfillan?

A. Aside from Mr. Gilfillan.

Q. All right, will you give in substance what was said by you or any of the other E.M.A. officers, or Mr. Gilfillan?

A. The general trend of the conversation was about this letter we had received, and I found out that the company had also received a copy of that, and Mr. Gilfillan made the remark at the time, that he wasn't entering into any contracts unless he was positive he was dealing with the right party, and he said, "You want to keep the E.M.A. representing and being the bargaining agent of the people, you will have to show that you have a majority and if you show you have a majority, I will do business with you." That was the general trend of the conversation.

Q. What did you tell him? [1114]

A. I told him that in a few days I would let him know just how many members we had, as the National Labor Relations Board requested copies of names of the members of the E.M.A. at that time, and the delegates had started to collect for the March dues, and at the same time, I told the delegates to make sure that I had the names of every person that paid, so that I could turn it in to the National Labor Relations Board. And also I asked for the total amount.

Q. Did you later advise Mr. Gilfillan as to the number you had?      A. Yes. [1115]



(Testimony of Roy Johnson.)

Q. Now, since you have been president, will you state what matters you have taken up with the company in behalf of the employees while acting as president of the E.M.A.? Name those you can remember?

A. There was a question of the raise that the company and the E.M.A. petitioned the War Labor Board for the hydraulic department, which we put in effect about two months ago and several individual raises and different small departments, such as forming some, well, drill press department as to the [1118] men and women in there receiving raises, which have since come back from the War Labor Board. One petition as to the vacation with pay for this year and——

Q. I don't hear you.

A. Vacations with pay that was petitioned to the War Labor Board, and one for next year, that is to go in yet. Also, many individual cases other than the ones that I testified here for individual people. Also a question of cafeteria came up, and we tried to get the company to put a cafeteria in the place which was turned down so far. I haven't heard back from it yet.

Q. Now, did anything come up as to the vending machines in the plant?

A. Yes, the company wanted to get rid of the Coca Cola machines and candy machines at the time, because they were always empty and many people were going up to them and either trying to get their nickel back or trying to get a nickel into



(Testimony of Roy Johnson.)

it, or a piece of candy or a coke, and consequently a lot of labor was lost, and the company petitioned the E.M.A. to have them taken out. It was voted at a regular meeting and turned down.

Q. You say petitioned, what do you mean?

A. They asked us.

Q. Who? A. The company. [1119]

Q. Who for the company? A. Joe Miles.

Q. He is one of the vice-presidents of the company?

A. He is one of the vice-presidents of the company.

Q. Did you notify him that the union had voted to retain the machines? A. I did.

Mr. Esterman: I wonder if I might hear the previous questions and answers?

(The record was read.)

Q. (By Mr. Nourse) Now, when you were acting as temporary leadman, did you get any increase in pay?

A. Yes, I may have gotten a raise, yes, but just a regular raise.

Q. You weren't put up ten cents when you became leadman?

A. No, I didn't receive leadman's wages.

Cross Examination [1120]

Q. Why did you go to the A.F. of L. meeting?

A. Several people asked me to go. They asked me if I was going. First I said no, and then they said why don't I go up and hear what they have to say, so I did.

(Testimony of Roy Johnson.)

Q. Is that what you went up to hear, what they had to say? A. I did.

Q. You hadn't any intention of joining the A.F. of L. had you?

A. I didn't have any intention of not joining or joining it. I wanted to hear the proposition that they had.

Q. Why did you want to hear their proposition?

Mr. Wilson: I object. I don't think it is material what this man had in his mind at that time.

Mr. Esterman: I think it is very material.

Trial Examiner Schneider: What was the question? [1121]

(The record was read.)

Trial Examiner Schneider: You may answer.

The Witness: I am always interested in finding out how I could better myself, and if they had a better proposition, maybe I would go in with them.

Q. (By Mr. Esterman) You mean that if what the offered you at that meeting gave you a chance to get something better, or better yourself, you might join the A.F. of L. Machinists, the A.F. of L. Machinists Union? [1122]

Q. (By Mr. Esterman) I will ask you again: You thought that if they had more to offer you, you might join the American Federation of Labor?

A. It is highly possible that I would, yes.

Q. Is that what you thought at the time?

A. Sure.

Q. Calling your attention to the testimony about

(Testimony of Roy Johnson.)

the meeting with Mr. Gilfillan, you know that you and Stegner and Pfleger and Fauria attended, who said the A.F. of L. is pretty busy around the plant? Who said that?

A. I think I said it.

Q. And was that in response to some question from someone?

A. I don't remember whether it was in response to a question or just regular conversation that we were having.

Q. I want to know how it came up, how did the subject of the A.F. of L. come up? Suppose you tell me that? Who brought it up, if you remember?

A. I did.

Q. Tell me how you brought it up.

A. Well, I received a communication, a letter from the National Labor Relations Board just prior to this time, that a petition for an election was filed by the American Federation of Labor, Machinists Union. [1123]

Q. I think you misunderstood me. I don't mean why you brought it up, I mean how did it come up in this meeting? Did you say something? Did you do something? Did someone hand you something to look at, or what? I want you to tell me how it came up at this meeting? Now, what happened before?

A. During the conversation over whether or not Mr. Gilfillan would enter a contract with us, and he made the statement that we would have to show that we had enough people in our organiza-

(Testimony of Roy Johnson.)

tion and whether we have the majority of people that belong to the Employees Mutual Association before he would go into a contract with us, and that, I think, during the conversation at some time or another it was brought up. I don't remember the entire conversation that went on.

Q. You don't remember everything that was said at that meeting, do you?      A. No, I don't.

Q. Some things were said there that you may have forgotten?      A. Yes, it is possible.

Q. Did Mr. Gilfillan tell you why he would require that you show a majority of the employees?

A. Before he went into the contract, in drawing up this contract, we had already started to draw up this contract and the question was put to him whether or not he would sign [1124] the contract with us in view of the coming election which was supposed to take place, and he said not unless we showed we had a majority of the people.

Q. We have been over that. Did he tell you why he wanted you to show a majority?

A. I presume——

Q. Did he tell you why, not what you presume?

A. I have already stated that one time I found, when I was in the office, that Gilfillan Brothers had also received the same letter.

Q. At the time of this conversation, when Mr. Gilfillan told you that there wouldn't be another contract unless you could show him that you had

(Testimony of Roy Johnson.)

the majority, did Mr. Gilfillan tell you why he made the request that you show him you had a majority; can't you answer that?

A. Sure, if we didn't have the majority of people, why, the very fact that we were doing business with him and he was doing business with us, he wouldn't know whether it would be legal or not.

Q. Did he say that? A. No.

Q. I want to know what he told you, if he told you anything?

A. I don't remember the exact words that he told me. I never said at this time, that I knew the exact words that he told me. This is a resume of what he said at the conference. [1125]

Q. All I want you to tell me, if you remember, is whether he told you at that time, why he would require you to show a majority? You can answer that yes or no, or that you don't remember?

A. I don't remember.

Q. You stated that you would let him know how many people were members of the E.M.A. sometime after that meeting? A. Yes.

Q. Now, how did you let him know? First, who told him about it, was it you personally?

A. I told him personally.

Q. All right; now tell me what happened? Tell me how you told him what you said?

A. Mr. Gilfillan was making the round through the machine shop and at that time I told him the number of people.

(Testimony of Roy Johnson.)

Q. Tell me what you said to him, if you remember?

A. I don't remember the exact words.

Q. I won't expect you to remember the exact words. I want you to tell me what you remember now that you said to him?

A. I told him that we had the March dues and that we had collected so many dues from so many different people, and I told him the amount that we had collected. The amount of people that had paid dues to the E.M.A.

Q. You told him that?

A. I told him that, yes. [1126]

Q. Did he say anything?

A. I don't remember what he said. I don't remember.

Q. Did he say anything?

A. He has a very good habit of just saying "O.K." and walking away from me.

Q. He didn't discuss it with you?

A. I don't think he did, no, the conversation itself doesn't seem to bring anything to mind.

Q. He didn't ask you how you arrived at that total?      A. No.

Q. Did he ever ask you how you got that total?

A. No, I don't think so.

Q. Did he ever ask you to see a list of members?

A. No, I don't think he ever did.

Q. Now, after that, when he passed you in the shop and he said "O.K.", was the subject of the



(Testimony of Roy Johnson.)

E.M.A. having a majority brought up again before the new contract was signed?

A. I don't follow you.

Q. All right, was there any conversation on this subject of whether or not the E.M.A. has a majority, that it would be legal, as Mr. Gilfillan put it to you, did that subject come up again after this last conversation that you have just related?

A. I don't think so.

Q. It did not come up again after that time?

[1127]

A. No.

Q. You are not sure, are you?

A. I am pretty sure that nothing ever came up as to whether or not we had a majority or not. [1128]

Q. You had a meeting in February, didn't you?

A. That's right.

Q. Was the subject of raises brought up in February? [1131]

A. It was.

Q. How was it brought up, just generally?

A. Just generally.

Q. I mean, I don't want you to quote people, was it brought up by groups, people said they wanted more money and did they address themselves to you?

A. Addressed themselves to the chair, yes, and as I was presiding——

Q. They wanted to get more money and so on, isn't that right?

A. They would like to find out whether or not

(Testimony of Roy Johnson.)

the February meeting couldn't have some delegates and have a grievance committee and go ahead and have absolute grievance instead of sending a one-man committee in there and try to get raises. [1132]

Q. All right. What did you tell them?

A. Told them, "Fine."

Q. Did you say anything about a contract, about the E.M.A. contract?

A. I might have made mention there that the contract could have been reopened at any time, for negotiations. It was in the contract, to that effect.

Q. I want you to tell me what you did about the contract.

Mr. Nourse: That is what he is telling you.

Mr. Esterman: No, he didn't. He said he may have. I want to know what he said.

The Witness: I remember one meeting, I don't know whether it was the February or January meeting, it might have been the March meeting, the question was brought up as to raises and what we could do. And I said, "The contract could be reopened at any time, for negotiations." [1133]

Q. Now, you did execute, in the name of the E.M.A., an application to the War Labor Board for an increase in pay in the hydraulic department, did you not?

A. Yes; I believe it was dated in December.

Q. In December?           A. Yes.

Mr. Nourse: That is all. [1152]

(Testimony of Roy Johnson.)

Recross Examination

Q. (By Mr. Esterman) What was the nature of this document you say was executed in December?

A. It was a petition sent by the company and the Employees Mutual Association to get a raise in wages in the hydraulic department.

Q. That was in December of last year?

A. That is right.

Q. In your opinion, so far as the company is concerned, was the E.M.A. any stronger or any weaker in March of this year than it was in December?

Mr. Nourse: May I have the question, please?

(The question was read.)

Mr. Wilson: I object to that question.

Mr. Nourse: I don't even know what it means.

Mr. Esterman: All right. I meant with respect to bargaining power. [1153]

Trial Examiner Schneider: Do you mind rephrasing the question. Mr. Esterman? I am not sure exactly what you mean?

Mr. Esterman: Well, I will withdraw it.

Q. (By Mr. Esterman) Did you ever tell Mr. Ogran of this office that the E.M.A. was not responsible for negotiating the revamping of the company's wage structure because it wasn't strong enough?

A. There were words very similar to that. He rewrote it in that type.

Q. You tell me what you told him? Tell me what you remember?

(Testimony of Roy Johnson.)

A. Well, Mr. Ogran put the question to me that in my opinion was the E.M.A.—am I referring to the right thing when I say E.M.A.—he said why did the people come out to the meetings after February, in the March meeting and——

Q. I don't know whether you are trying to lead me astray or not, Mr. Johnson. I asked you whether you had told him that, and you said something very similar, and since you intimate it wasn't quite the same thing, I would like to have you tell me what you did tell him?

Mr. Nourse: I am going to say for the benefit of counsel, that I don't understand. I couldn't understand from your question what it was the witness was purported to have said.

Mr. Esterman: He understands it, and he says that he [1154] made a statement like that, and since it isn't exactly his statement——

Trial Examiner Schneider: Will you read Mr. Esterman's question, and the witness' answer?

(The record was read.)

The Witness: I would like to explain it myself. I explained to Mr. Ogran that I went into Mr. Sparks personally, myself, as a committee of one, and there wasn't a regular grievance committee. He asked me if there wasn't a regular grievance committee to come in and I said, "No." I said the E.M.A. grievance committee wasn't functioning because the following month, or not the following month but a short time after that, which was a month or so after that, a new grievance com-

(Testimony of Roy Johnson.)

mittee was elected in there. So, I went in myself and then he said, the E.M.A. did not negotiate the wage structure and I said No. That was the gist of the conversation. But, I asked for the raise and I think Mr. Ogran acknowledged it in the writing, because when he read that to me prior to signing that page, why I questioned it. He said, "I will go further to explain."

Q. (By Mr. Esterman) Did you say anything to him about the E.M.A. not being strong enough to negotiate the wage revamping?

A. I don't believe I said it in those terms.

Q. Do you think it was strong enough at that time, last December? [1155]

A. (No response.)

Q. You are the president, aren't you?

A. Yes, if we want to put it, but at the present time, I just explained we didn't have a grievance committee working at that time, and previously right after that, we elected a grievance committee.

Q. You mean you weren't strong enough because you didn't have the committee set-up, the organizational set-up?

A. Yes.

Q. Don't take my word for it, if you mean something else?

Mr. Nourse: I submit that counsel asks a question, and when the witness starts to answer, then counsel goes on.

Mr. Esterman: I let this man address me for hours today on questions I never asked him. I get



(Testimony of Roy Johnson.)

a little tired of his wandering, and he certainly has wandered.

Mr. Nourse: I don't think so.

The Witness: I will try to answer your questions as you put them to me.

Trial Examiner Schneider: There is, I think, a question pending. Will you read it?

(The record was read.)

Trial Examiner Schneider: Proceed, Mr. Esterman.

Q. (By Mr. Esterman) I will ask again: Because you didn't have the organizational set-up, that is with respect to grievance committee, or any other similar committee, you felt [1156] you weren't strong enough to make the demands on the company, is that right, or isn't it?

A. No. I didn't feel like—I didn't want to make the demands. I did make the demand on the company that had been looked into, but I didn't have an organization grievance committee at that time. If you notice that in February, when we elected a grievance committee, any one of which when elected you could choose four people and make a working committee of it. [1157]

#### Further Redirect Examination

Q. (By Mr. Nourse) When were the wage scales of the company revamped?

A. Around January 10th.

Q. Classification and wage scales for all the employees, when were they revamped?



(Testimony of Roy Johnson.)

A. Prior to May 1, we went in to start negotiating then.

Q. Who took part in that? You have had shown to you Exhibit A of the contract of 1943, Board's Exhibit 12, who took part in fixing those wage scales and classifications there?

A. The delegates, there is a delegate elected in every department. [1158]

Q. (By Trial Examiner Schneider) I believe you testified that a committee of the E.M.A. had a meeting with Mr. Gilfillan in his office, and at that time Mr. Gilfillan stated that he would not do business with anybody, or rather that he would not do business with the E.M.A. until he found out it represented the majority of the plant? Wasn't there such a discussion? A. Yes.

Q. Can you give the approximate date of that?

A. Right after March 6th.

Q. Right after March 6th?

A. Yes, just a few days, because I didn't receive that letter until March 6th, and I think this was a couple of days after that.

Q. Subsequent to that, I believe you also testified you met Mr. Gilfillan in the shop, and you gave him, or you told him the number of employees who had paid dues in March? [1160]

A. Yes, in March.

Q. About what date did that happen, if you recall?

A. I think I testified it was a few days after the meeting that the Employees Mutual Association had with Mr. Gilfillan.

(Testimony of Roy Johnson.)

Q. It was just a few days after the meeting?

A. Yes.

Q. Was it a week?

A. Yes, it was within the week. [1161]

Trial Examiner Schneider: Yes. I hand you, Mr. Johnson, Trial Examiner's Exhibit 2, and ask you if that is the agreement between Gilfillan Brothers and the Employees Mutual Association made April 24, 1942?

The Witness: Yes.

Trial Examiner Schneider: Trial Examiner's Exhibit 2 may be admitted into evidence.

(Whereupon, the document, heretofore marked for identification as Trial Examiner's Exhibit No. 2, was received in evidence.)

## TRIAL EXAMINER'S EXHIBIT No. 2

Agreement Entered Into Between Gilfillan Bros. Inc. and the Employees Mutual Association

This Agreement, entered into this day by and between the Employees Mutual Association, hereafter called the E.M.A., and Gilfillan Bros. Inc., hereafter called the Company, all of Los Angeles, California

Witnesseth:

### Article I.

#### Section 1—

From and after the 26th day of April, 1942 and for a term of one year ending on the 30th day of April, 1943, the Company agrees to employ only in its plant or plants, hourly rated employees who

(Testimony of Roy Johnson.)

are or shall become members of the EMA, provided that all present employees and or any employees who have been on the Company payroll at some time during the year prior to the signing of this contract and who are reemployed within 90 days after the signing of the contract, shall become members of said E.M.A. without coercion on the part of the Management.

Section 2—

The Company agrees to establish a rule which shall be incorporated in an employment agreement to the effect that all new employees after a four weeks' trial, shall become Members of said E.M.A.

Section 3—

The Company agrees to recognize said E.M.A. as the sole collective bargaining agent for all hourly rated employees.

## Article II.

Section 1—

The Company agrees to establish a minimum wage in all departments for women of 50c per hour and a minimum wage for men of 60c per hour.

Section 2—

The rates of pay for hourly workers in all departments shall be based on standards in existence at the time this contract goes into effect. Changes in these standards may be negotiated by either party as conditions warrant it.

Section 3—

The Company agrees to allocate work and give

(Testimony of Roy Johnson.)

promotions on a basis of departmental seniority wherever possible and if all other things such as aptitude and ability are equal.

Section 4—

Because of changing economic conditions, it is understood that negotiations for changes in wages may be re-opened by either party at any time.

Section 5—

The Company agrees to the following changes in rates: These rates are to be put into effect April 26, 1942: All hourly rated employes, with the following exceptions and conditions, will receive a 5 cent per hour increase. These increases are to be based on rates in effect as of April 2nd, 1942, with the understanding that no rates in effect as of April 26, 1942 will be lowered. Any employee in the Burring Department who is classed as a buffer or a sander will receive a 10c increase, instead of 5 cents. All Automatic Screw Machine operators will receive 10c per hour increase instead of 5c per hour. The bonus which has been paid to the employees of the Machine Shop will be discontinued and its equivalent will be added to the hourly rate.

Section 6—

The lead men in the Machine Shop are to receive at least 15c per hour more than the top men employed under their supervision.

Section 7—

The number of hours to be worked per shift is to be determined by the volume of orders and ma-

(Testimony of Roy Johnson.)

terial available and to conform to the request of the Federal Government as to working hours per shift.

It is the prerogative of the Company to hire and discharge employees as they see fit and to have complete control over the lead men as to their selection and working conditions.

### Article III.

This document constitutes the entire written agreement between the E.M.A. and the Company and both the E.M.A. and the Company here state that there are at the time hereof no labor disputes between the E.M.A. and the Company, and it is further understood that no further demands shall be made by either party during the term hereof, and that no change may be made herein, without the written consent of both parties hereto.

### Article V.

This agreement shall be and remain in force the  
one  
period of ~~two~~ years from date hereof and shall expire on 30th of April, 1943.

(Testimony of Roy Johnson.)

In witness hereto, the parties have hereby set their hands this 24th day of April, 1942.

Signed by:

/s/ ALBERT ZAPF

/s/ L. M. PFLEGER

/s/ LILIAN V. CORNELL

Representatives E.M.A.

/s/ ALFRED L. ASKEY

/s/ LEROY HALLORAN

/s/ ROY JOHNSON

/s/ L. GIAUNIN

/s/ S. W. GILFILLAN

Gilfillan Bros. Inc.

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Trial Examiner Schneider: Is there anything further of the witness?

That will be all, Mr. Johnson. Thank you.

(Witness excused.)

Mr. Nourse: Mr. Straw.

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FLOYD W. STRAW,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Nourse) State your full name, please.      A. Floyd W. Straw.

Q. Where do you reside?



(Testimony of Floyd W. Straw.)

A. 5826 Virginia Avenue. [1166]

Q. What is your business?

A. Why, I own vending machines

Q. How long have you been in that business?

A. About 12 years.

Q. Do you remember the Gilfillan fire?

A. Yes, sir.

Q. Did you have any machines in the Gilfillan plant before the fire?      A. Yes, sir.

Q. What kind?

A. I had a cigarette machine at the entrance.

Q. Anything else?

A. I used to have a couple of peanut machines, at one time, but I took them out.

Q. Now, before the fire, who did you make your arrangements with to put them in there?

A. I just stuck them in.

Q. What is it?

A. I just stuck them in there.

Q. Just stuck them in there?      A. Yes.

Q. You didn't make any arrangements with anybody?      A. No, just walked in.

Q. Just took them in?      A. Yes. [1167]

Q. Did you pay any commission to anybody?

A. No.

Q. After the plant was rebuilt, and after the fire, did you go in to put them in again?

A. Yes, sir.

Q. And did you try to stick them in then?

A. Yes, sir.

(Testimony of Floyd W. Straw.)

Q. And what were you told?

A. I come down, I wanted to put the cigarette machine in. They told me I would have to see Walter Scheid, over on the machine.

Q. Do you remember who told you to see Scheid?

A. Well, I went in and I says, "I wonder where I will put these machines."

One of the fellows says, "See Walter Scheid, he has the say of it."

Q. You can't name the individual that said that?

A. No; no. One of the workmen in there.

Q. All right. When you got over to see Scheid, what occurred?

A. I asked him where I would put the cigarette machine. He told me to put it over near the door. And I says, "How about putting a candy machine in, too?"

He says, "Well," he says, "the fellow that has the candy machine in the other building pays the Association commission." [1168]

"Of course," I says, "if he will, I will."

He says, "If you want to pay a commission, you can put the candy machine over by your cigarette machine." So I put it there.

Q. All right. Now, was anything said at that time as to how and to whom you would pay the commissions? A. Well, he said——

Q. I mean at that time, at the time of your first conversation.

A. He said it went to the Association.

(Testimony of Floyd W. Straw.)

Q. All right. Did you have another conversation with Scheid relative to the payment of these commissions?

A. About the time I was ready to pay a commission, I says, "Who will I pay this to?"

He says, "It is kind of hard to find me, I work nights and days." He says, "You better take it to Gilfillan and he will refund it back to me."

I go in there sometimes mornings, sometimes afternoons, and one officer is on one time and I don't know one from two. I suppose he figured that is the best way to get along.

Q. Since that time have you carried out that arrangement?      A. Yes. [1169]

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CHESTER JOEL CRAMER,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Nourse) What is your full name?

A. Chester Joel Cramer.

Q. And where do you reside?

A. 5183 West 20th Street.

Q. What is your business or trade?

A. I am superintendent of the machine shop at Gilfillan's.

Q. Are you a machinist by trade?

A. Yes.

(Testimony of Chester Joel Cramer)

Q. How long have you been with Gilfillan Brothers in that capacity?

A. In what capacity—you refer as machinist——

Q. As superintendent.

A. A little better than two years. I am not exact without looking up the records. [1173]

Q. I want to call your attention to some testimony given here by one George Nelson. You knew him, did you? A. Yes.

Q. He stated that some time in January, and on a day of an E.M.A. meeting, he asked you if it was necessary for the employees to go over to the E.M.A. meeting, and that you said personally as an official of the company, "I can't say anything but they should all go over there." Did you say that to George Nelson? A. I probably did.

Q. Will you tell your words on what you stated and said?

A. At different times I have been asked should they go to the meetings. I will say in my capacity at the shop, I could not advise them anything. Personally, if they expected to get any benefit from any association, they should forfeit something to it. Therefore, I think that they should go to it.

Q. (By Mr. Nourse) Did you say to him that they should go over there in a body, and that they might get a raise out of it and keep some other union from coming in? [1179]

A. Not that I recall, no.

Q. Would you ever remember saying that to anyone? A. No.

(Testimony of Chester Joel Cramer)

Q. They were turned loose in the shop and they could either go home or stay at work or go to the meeting or whatever they wanted to do?

A. There was no body movement to my knowledge.

Q. I didn't ask you if there was a body movement. I asked you if you said to Mr. Nelson, or to anyone in Mr. Nelson's presence, that the employees should go over there and to quote him, "He said," meaning you, "to go over there in a body and they may get a raise out of it and keep some other union from coming in on them." Did you make such a statement to Mr. Nelson or anyone else?

A. I don't think so.

Q. Did you ever recall making any such statement?      A. No.

Q. Or any statement in substance relative to the meetings, than that which you have testified to?

A. No. [1180]

Q. Now, what are your duties as superintendent in the plant?

A. Well, my duties are to oversee the shop; to try to settle the questions which cannot be settled by the general foreman and to carry out the requests of the management, whatever they might be. Just to see that the plant runs in general.

Q. Now, to whom in the plant can complaints about the workmanship of people come to? Who has charge of discharging in the plant? [1181]

A. Mainly I do.

(Testimony of Chester Joel Cramer)

Q. Now, if a lead person, man or woman, comes to you and says, "Well, Joe Doaks on my machine isn't keeping up with the work, or wouldn't lubricate the machine right, or he is slowing down," what would you do? He comes to you with any complaint about anyone under him?

A. I look around and see what I think about him.

Q. What do you do? How do you look around?

A. I go and investigate their workmanship and the amount of pieces that they make all the way through, and get both sides of the story.

Q. Now, on those occasions after doing that, you discharged people the lead man or woman complained about?

A. Yes.

Q. What have you done in other occasions.

A. On other occasions I leave them right where they are, and on other occasions I change them to other shifts and sometimes even different work.

Q. Now, will you give me your definition of a leadman or leadwoman there in the plant?

A. I don't know, the leadman of today is the average workman of three years ago, in my opinion.

Q. Take the drill press for instance. What does he do there? Tell what his work is? What his duties are? What his responsibilities are? [1182]

A. Well, the foreman gives him the jobs. He goes to the crib, and gets the drills, reamers or taps or whatever he needs to set the job up. He sets it up and on the drill press, runs several pieces, as many as he sees fit to run to see if it is running cor-



(Testimony of Chester Joel Cramer)

rectly, and gets it inspected, and then puts a workman on.

Q. Now, is that on each machine in the plant or can you add anything to that on other machines?

A. In general that would cover all of them. The only thing I left out there, he instructs the party. When I say to put them to work on it, he physically shows them exactly how to do it.

Q. Now, is that true—say, you can get an experienced drill press operator. What does the leadman have to do in regard to him?

A. If I can get one good enough, he sets his own jobs up. The leadman checks his parts when they first come off to see that they are set up right, and lets him go with it and every so often he goes back and checks it again to see if it is still running correctly.

Q. Does he do that irrespective of how experienced the man is?

A. Yes, because everyone makes mistakes, even the best of them.

Q. Now, you worked in machine shows before the present [1183] emergency, did you not?

A. Yes.

Q. You didn't have leadmen then, did you?

A. No.

Q. Each man inspected his own work, didn't he?

A. You didn't need a leadman. You had experienced men you could depend on.

Q. What you mean to say, you can't get the

(Testimony of Chester Joel Cramer)

men now that are experienced enough so you can leave them to check their own work?

A. That's right.

Q. Do any of the leadmen actually work?

A. Yes.

Q. I mean in addition to setting up the machines and laying it out and running off the first number of pieces on each one, do they operate machines?

A. We have done that when they have time, yes.

Q. Now, in what department is that constantly done?

A. In the automatic department. The man is more or less responsible for two machines. That is an average all through the department, and then the leadman is also responsible for two. Not any particular two, but just enough——

Q. On automatic screws, isn't it true that the leadman has the first two machines running from south to north?

A. Not any particular two. [1184]

Q. He may pick any two he wants on the line?

A. That's right. The two that give the most trouble generally.

Trial Examiner Schneider. And he operates those?

The Witness: Yes.

Q. (By Mr. Nourse) Who are the foremen under you?

A. In the day shift there is Harry Whittet, night shift is Al Walters, on the relief shift is Walter Scheid.

(Testimony of Chester Joel Cramer)

Q. What are their duties, and what do they do?

A. Their duties is to see that the plant runs when I am not around, and also when I am around, as far as that goes. When they get in any trouble they come to me. They go all around the plant, pick up parts, look at it, if they see a man that is having trouble they are to help him. They are just free to go to any part of the shop and correct anything that doesn't look right to them.

Q. When you say they are free, is that part of their duty?      A. That is their duty.

Q. Is there a central place where you stay when you are not around the floor?

A. I never have any time to stay at any central place, but we have a central place, what we call a desk in the middle of the shop, where we go when we have any prints to study, or jobs to discuss or tools to lay out, and we generally collect there at that desk and discuss them. [1185]

Q. And that is in full view of all the workmen and leadmen there? So that, anyone who wants to reach you can do it at any time?

A. It is as near the middle of the shop as you can get.

Mr. Nourse: That is very leading, but I think the Examiner has been there and seen it. [1186]

#### Cross Examination

Q. (By Mr. Esterman) Who was the foreman of the relief shift?

A. Walter Scheid. Are you referring to now or then?

(Testimony of Chester Joel Cramer)

A. Who is now?           A. Walter Scheid.

Q. How long has he been foreman of the relief shift?

A. The exact date I couldn't tell you.

Q. Approximately?

A. On the records——

Q. I want to know what your recollection is, a year or two years or six months?

A. Approximately four months.

Q. Four months? [1187]

A. I really don't remember but that is as near as I can get.

Q. What was he doing before that?

A. He was the leadman in the automatics in the night shift.

Q. Do you know how long he held that job?

A. I would say well over a year.

Q. Is that the job he started on or had he done something before that?

A. He has worked for the company, I would say, around 12 years.

Q. What did he do before he became a leadman on the automatics?

A. He was an automatic operator.

Q. I think you said, Mr. Cramer, that the matter of these people going to the E.M.A. meetings was brought up to you several times, is that correct?

A. That's right.

Q. Suppose you tell me what you were asked? What came up generally with respect to the meeting?

(Testimony of Chester Joel Cramer)

A. There was a bulletin posted on the bulletin boards when there will be meetings. People would come to me and say, "Do we have to go?" "Should we go?" "Are you going to shut down the plant and make us go?" They asked all kinds of questions about it.

Q. So that you were engaged in conversations about these E.M.A. meetings quite a bit just before the meetings were [1188] scheduled?

A. I would say within three hours of the meeting, I was flooded with questions.

Q. And you don't remember everything that you said at these various times, do you?

A. I should say not. [1189]

Redirect Examination

Q. (By Mr. Nourse) Mr. Scheid took Mr. Hoene's place as foreman on the swing shift, didn't he? A. That's right.

Mr. Nourse: I think it appears on the record that Mr. Hoenes left February 4, 1943.

Mr. Esterman: Took his place as what?

Mr. Nourse: Took his place as foreman on the swing shift.

Mr. Esterman: I see. Thank you.

Mr. Nourse: You were asking him when Scheid became foreman and I am fixing the date for you.

Mr. Esterman: Thank you.

Q. (By Mr. Nourse) When anyone asked you if they had to go to a meeting, what did you tell them? A. They did not. [1190]

(Testimony of Chester Joel Cramer)

Q. (By Trial Examiner Schneider) As I understand your testimony, if you had competent operators you would have no need for leadmen, is that correct?

A. That's right.

Recross Examination

Q. (By Mr. Esterman) Do you remember any cases, Mr. Cramer, where a leadman complained about people and you looked into it, and after you looked into it, they stayed where they were?

A. I can say there have been several cases. As for naming [1191] one, I don't know whether I can or not.

Q. That was going to be my next question. I was going to have you try to recall one for us.

A. I have one right now. [1192]

Q. One that just happened? A. Yes.

Q. Tell us about it.

A. A fellow by the name of Kletting.

Q. What does he do?

A. On the milling machines.

Q. Who is his leadman?

A. Eustace Hall.

Q. You had a recommendation with reference to this fellow from Mr. Hall, is that right?

A. That is right.

Q. What did you do about it?

A. I left him there.

Q. When was it you got this recommendation?

A. About three days ago.

Q. What was the recommendation?



(Testimony of Chester Joel Cramer)

A. That the man wasn't satisfactory to him. He recommended, through his foreman, Walter Scheid, that I should let him go.

Q. Hall recommended that?

A. That is right, through Scheid, the foreman.

Q. Who came to you, Scheid or Hall?

A. Scheid. It originated from Hall. I think that is what you want brought out, isn't it?

Q. Well, Scheid is not a leadman, is he?

A. Scheid is the foreman. [1193]

Q. Do you have any other cases in mind, other than this one? A. Not that I can recall, no.

Mr. Nourse: By that you mean that he can recall the names of? Is that what you meant, Mr. Esterman?

Mr. Esterman: Well, all right, say I mean that.

Q. (By Mr. Esterman) Do you have any other cases, similar cases, where you have left a man on the job, where you can recall, who is involved, or was, rather? A. Yes.

Q. Can you recall what machinery those cases involved, what department in the machine shop?

A. The drill presses.

Q. When did this happen, approximately?

A. That was under Mr. Nelson.

Q. How long ago?

A. I couldn't answer that.

Q. At least, while he was there?

A. Yes.

Q. What was his capacity when he was there?

A. He was a leadman.

(Testimony of Chester Joel Cramer)

Q. Did it involve a man or a woman?

A. Woman.

Q. I beg your pardon?

A. Involved the girls. [1194]

Q. He complained about her and said her work wasn't adequate?

A. Yes.

Q. Then what happened?

A. When I investigated it her work was just as good as the rest of them, in several cases; he didn't like to work with them.

Q. Did he make any particular recommendation to you? Or did he make any request of you with respect to that girl? Or did he just complain about her, or what did he tell you?

A. Just a matter of complaining.

Q. Tell me what he said to you.

A. I didn't see him the most of the time, on his complaints, because he leaves there before I come in in the morning.

Q. Who made the complaint about this girl?

A. The foreman.

Q. Who was that?

A. Likely to be one of two persons, either Al Walters or Walter Scheid, as both of them have jurisdiction over the shift that he is on, due to the way our shifts overlap each other.

Q. What you are telling me is that in the case of these foremen, Scheid or Walters,—he is the other one you mentioned?

A. Walters, yes, sir. [1195]

(Testimony of Chester Joel Cramer)

Q. That they might make a recommendation and yet you might not follow it, is that right?

A. That is right.

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WALTER SCHEID,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Nourse) What is your full name?

A. Walter Scheid.

Q. Where do you live?

A. In Los Angeles. The address?

Q. The street number.

A. 730 West 109th Street.

Q. Are you employed by Gilfillan Brothers?

A. Yes.

Q. Since what date? [1196]

A. I can give you the approximate month: April, 1933.

Q. Now, do you remember when the plant reopened? Do you remember when the plant reopened after the fire? And they got the new turret lathes in? You remember that occurrence, don't you?

A. I do, I remember that.

Q. Now, were you then a member of the E.M.A.?

A. Yes.

Q. Were you an officer in it?

A. No, I wasn't.

(Testimony of Walter Scheid.)

Q. Have you ever been?

A. No, I never was.

Q. In what capacity did you start to work when the plant reopened, after the fire? What was your job?

A. Leadman on the automatics at night.

Q. Leadman on the automatics at night. Now, about the latter part of June or early part of July, 1941, do you remember the occasion of an E.M.A. meeting at which you attended, in which the matter of commissions from sales of vending machines was taken up?

A. Yes.

Q. Would you tell what occurred?

A. Somebody brought up the subject that there ought to be some type of vending machine in the shop, supplying the workers with a cool drink. And somebody suggested I be a [1197] committee of one, and they all agreed on it, and I guess I was nominated; appointed.

Q. Was anything discussed besides drinks, or was it just drinks that was discussed then?

A. Drinks mostly.

Q. Did they speak of other vending machines, if you recollect?

A. No, not that I recollect.

Q. All right. And were you appointed to do anything at that meeting?

A. No, I wasn't.

Q. What was it? A. No, I wasn't.

Q. Well, were you later asked to do anything about vending machines?

(Testimony of Walter Scheid.)

A. No, they didn't ask me to do anything. They just—in the first meeting they just wanted somebody to handle the job of getting a vending machine in the machine shop.

Q. Well, who did they ask to do that?

A. They appointed me, but they didn't ask me to do anything.

Q. Oh, I see. And when they appointed you, what did you do?

A. Well, after that I spent several days traveling around town looking up the different vendors, and asking about machines, different types of machines. [1198]

Q. Did you contact some soft drink people?

A. Oh, yes; several of them.

Q. Did you make any arrangements with any of them to put a machine in?

A. Yes, I finally made arrangements with one company to have a machine put in.

Q. What was the arrangement that you made?

A. Well, I asked him how they arranged the proceeds or profits on the machine, and they said that a certain percent of the sales went to the—well, as they called it, the renter of the machine. The machine was more or less rented out. They got a certain percent. I forget now what percent it was. I don't recollect them asking me there, at the plant, who the money was to go to, but later on the serviceman for the machine, that kept the machine supplied with drinks, he asked me—I saw him

(Testimony of Walter Scheid.)

one night there and I told him to make the check out to the E.M.A., and he asked me who the E.M.A. was. And I told him it was the Employees Mutual Association. And he says, "Who are they?" And I told him it was the union of the company, Gilfillan Brothers.

And he said, "Well, do they have a checking account, something we can send a check to?"

I said, "Not to my knowledge, they don't."

"Well," he says, "supposing we just send the check to Gilfillan Brothers and they, in turn, can turn it over to [1199] whoever they want. That is the way we usually handle it in other cases."

Q. That is what he said?           A. Yes.

Q. What did you say?

A. I said, "That is O. K., just so we get the pop."

Q. Did you contact anybody in the company about that? That the money was going to come in and that these machines were going to be put in?

A. Yes, I told Mr. Miles about that.

Q. Mr. Joe Miles?           A. Mr. Joe Miles.

Q. Did he make any objection?

A. No, not a bit.

Q. Then do you remember anything about candy machines?

A. Yes. One day a Mr. Straw came in, and I happened to be there, and somebody referred him to me about putting a candy, gum and cigarette machine in. And we talked about it, and I asked him how much profit he paid, the percent he paid.



(Testimony of Walter Scheid.)

He told me, but I forget. Then we agreed on one candy machine, with a gum machine on the side, and one cigarette machine, in the machine shop. And he asked me about the money then, and I told him to just make out the check to Gilfillan Brothers and they would, in turn, turn it over to the E.M.A., because we made that arrangement with the soft drink company. [1200]

Q. At any time have you had to take up with either the soft drink people or the candy people the fact the machines weren't full or weren't operating?

A. Yes, I called the soft drink people up several times because the machine wasn't functioning right, and also there were no drinks. And the candy machine, I don't think I called them up. I saw him one night and I mentioned the fact that the machine had refused to pay out the candy when the nickel was inserted in the machine. That is all I said to Mr. Straw.

Mr. Nourse: That is all.

Cross Examination

By Mr. Esterman:

Q. Did you ever resign from the E.M.A.?

A. Resign?

Q. Yes. A. No, sir.

Q. When was the last time you called up about one of these machines, that is, had something done to it, fixed it when something was wrong with it?

A. That was——

Q. Quite a while ago?

(Testimony of Walter Scheid.)

A. Quite a while ago, too long for me to remember.

Q. Do you remember where you called from?

A. I called from the plant several times, and I called from home. [1201]

Q. You called from the plant. Where did you call from?

A. Oh, let's see, they have a phone there for the guard, and I used that phone.

Mr. Esterman: No more questions.

#### Redirect Examination

By Mr. Nourse:

Q. Now, you became foreman on the swing shift early this year, didn't you? A. Yes.

Q. Do you remember the date?

A. I believe it was the 7th of February.

Q. Now, since that time have you paid dues and been a member of the E.M.A.?

A. No, I haven't.

Q. When you said you hadn't resigned, you meant you hadn't given them any formal resignation, is that it? A. That is right.

Mr. Nourse: That is all.

Mr. Wilson: No questions.

Mr. Esterman: No questions.

Q. (By Trial Examiner Schneider): Mr. Scheid, the E.M.A. meeting at which the question of securing the soft drink machine for the machine shop was discussed, was sometime in June or July of 1941? A. I don't recall the date.

(Testimony of Walter Scheid.)

Q. You don't recall the date? [1202]

A. No.

Q. You don't know whether it was spring or summer?      A. I believe it was summer.

Q. Was that before or after Mr. Straw had discussed with you the matter of putting some machines in, cigarette machines and so forth?

A. It was before.

Q. The meeting was before you talked to Mr. Straw?      A. Yes. [1203]

Mr. Esterman: I have no more questions.

Mr. Wilson, will you please have that sheet brought in tomorrow? I am referring to the list of people who paid dues to the E.M.A. in March, 1943.

Mr. Wilson: I will ask Mr. Johnson to bring them in with him tomorrow morning.

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MARGARET GOEBEL,

recalled as a witness by and on behalf of the Respondent, having been previously duly sworn, was examined and testified further as follows:

Direct Examination

By Mr. Nourse:

Q. Where do you live?

A. 2228 $\frac{3}{4}$  West Fifteenth Street.

Q. Mrs. Goebel, do you know Myrtice De Shazo?

A. Yes.

(Testimony of Margaret Goebel.)

Q. Did you state to her on the evening of the January meeting, or on the evening of the December meeting of the E.M.A., or at any other time, that attendance at the E.M.A. meeting was compulsory or that she had to go?

A. No, sir. [1207]

Cross Examination

By Mr. Esterman:

Q. Do you remember whether you had any conversation with Ella Richardson about the January E.M.A. meeting? A. No, I don't.

Q. Do you think you might have?

A. No, not just about meetings special.

Q. I didn't hear that.

A. No, not just about meetings special. We talked a lot. We were together a lot, but I don't remember just talking about meetings.

Q. Well, do you remember whether or not you had any conversation with Ella Richardson just before the January meeting? A. No, I don't.

Q. Do you think you might have talked with her then? A. I don't know. [1210]

Q. Do you know whether you had any conversation with Ella Richardson just before the February meeting? A. No.

Q. Is your answer that you don't remember? My question is whether you remember if you had any conversation with her.

A. No, I don't remember.

Q. Might you have talked with her at that time?

A. I might have, yes. [1211]

(Testimony of Margaret Goebel.)

Mr. Wilson: While we are talking about Mr. Johnson, may the record show I have handed Mr. Esterman the list of names of the E.M.A. members, as per his request of yesterday. [1226]

Mr. Nourse: While we are on the subject of stipulations, Mr. Esterman has stated to me, off the record, that he [1227] is willing to stipulate, for the purpose of the record and into the record, that both he and Mr. Ogran, Mr. Ogran prior to the filing of the complaint, during his investigation, and that Mr. Esterman, afterwards, were given every opportunity to examine and confer with the employees of the Gilfillan Brothers, to go into the records, and that all and every facility was turned over to them to permit them to carry out their investigation. Is that right?

Mr. Esterman: I will so stipulate. [1228]

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IRVIN B. SPARKS,

a witness recalled by and on behalf of the Respondent, having been previously duly sworn, was examined and testified further as follows:

Mr. Nourse: Will you mark these as Respondent's Exhibit 25, please. [1257]

Q. (By Mr. Nourse): I show you Respondent's Exhibit 25, for identification, consisting of nine sheets, and ask you if those are true photostatic copies of the clock, or true photostats of the clock cards of Myrtice W. DeShazo for the period from



(Testimony of Irvin B. Sparks.)

the week ending January 2, 1943, to the week ending February 27, 1943. A. They are. [1259]

Mr. Nourse: I now offer this as Respondent's Exhibit No. 25. [1260]

Mr. Esterman: Will you look at the card, then, for the week ending January 9, the first column, Monday, where the time punched in is rather faint, 14-19.

Mr. Nourse: That is 14 hours and 19 minutes.

Mr. Esterman: Right above that, apparently much fainter, apparently in pencil, "Meeting 1 hour"—is there any disagreement as to that meaning?

Mr. Nourse: MTG, I don't know what it means.

Mr. Esterman: Will you stipulate that signifies a deduction of one hour's pay for attending an E.M.A. meeting [1261] that date, being January 4th?

Mr. Nourse: January 4th?

Mr. Esterman: Monday would be January 4th.

Mr. Nourse: Yes, I think that is what it is.

Mr. Esterman: You so stipulate?

Mr. Nourse: Yes. I will stipulate that everyone we could catch was docked.

Mr. Esterman: I have no objection to this Exhibit, but I am curious to the purpose.

Mr. Nourse: Do you want to know the purpose?

Trial Examiner Schneider: Yes.

Mr. Nourse: To corroborate and substantiate the other record in, and to show that this woman wasn't in the plant or at work when she did the thing she



(Testimony of Irvin B. Sparks.)

testifies she did as to union activities, which are very definitely in the record, as to the time she says she did them; and that when she sent in her card to the A. F. of L., authorization card, she was out, and out for a long time after that. [1262]

Trial Examiner Schneider: It may be received.

(Thereupon, the document heretofore marked for identification as Respondent's Exhibit No. 25, was received in evidence.) [1263]







WEEK ENDING *Jan. 16, 1943* 194...

No. *266*

NAME *Myrtice Deschazo*

|              |               |
|--------------|---------------|
| 1            |               |
| 2            |               |
| 3            |               |
| 4            |               |
| 5            |               |
| 6            |               |
| 7            |               |
| 8            |               |
| 9            |               |
| 10           |               |
| 11           |               |
| 12           |               |
| 13           |               |
| 14           |               |
| 15           |               |
| 16           |               |
| 17           |               |
| 18           |               |
| 19           |               |
| 20           |               |
| 21           |               |
| 22           |               |
| Daily Totals | Weekly Totals |

*Absent*

RATE

No. 0080 F P

TOTAL WAGES FOR WEEK \$

PRINTED BY E. M. CORPORATION, ENCLIFF, N. Y. U.S.A.

WEEK ENDING *Jan. 23, 1943* 194...

No. *266*

NAME *Myrtice Deschazo*

|              |               |
|--------------|---------------|
| 1            |               |
| 2            |               |
| 3            |               |
| 4            |               |
| 5            |               |
| 6            |               |
| 7            |               |
| 8            |               |
| 9            |               |
| 10           |               |
| 11           |               |
| 12           |               |
| 13           |               |
| 14           |               |
| 15           |               |
| 16           |               |
| 17           |               |
| 18           |               |
| 19           |               |
| 20           |               |
| 21           |               |
| 22           |               |
| Daily Totals | Weekly Totals |

*Absent*

RATE

No. 0080 F P

TOTAL WAGES FOR WEEK \$

PRINTED BY E. M. CORPORATION, ENCLIFF, N. Y. U.S.A.





WEEK ENDING

JAN 30 1943

194

No. 266

NAME

Myrtice W. DeShazo

Absent

Daily  
Totals

Weekly Totals

RATE

No. 6080 F. P.

TOTAL WAGES FOR WEEK \$

PRESS OF I. B. CORPORATION, ENDICOTT, N. Y., U.S.A.

WEEK ENDING

FEB 6 1943

194

No. 266

NAME

Myrtice W. DeShazo

Absent

Daily  
Totals

RATE

No. 6080 F. P.



266. Myrtico. W. De Szabo

FEB 13 1943

194...

2  
WEEK ENDING FEB 20 1943 194

266 Myrtice. W. DeShazo

NAME \_\_\_\_\_

$$\begin{array}{r} 48 \text{ hrs} \quad 350 \\ 80 \times \quad 292 \\ \hline 3796 \end{array}$$

3796

TP 1412 W 1421 TH 1428 FR 1418 SA 1416

TH B03 SA B032  
TU B03 W B04 TH B04 FR B03 SA B07

8 1 1 8 8 8

48943

RATE

Z. - - - - - P.

Σ1404 Π1413 Ξ1407 Ξ1414 ΕΡ1404 ΣΑ1403

ΣΒ04 ΠΒ03 > Β04 ΠΒ03 ΕΚ Β08 ΣΑ Β06

|       |  |   |   |   |   |            |
|-------|--|---|---|---|---|------------|
| Date  |  | F | 8 | 1 | Y | Wing Index |
| Index |  |   |   |   |   |            |

RAI E

No. 6 f 13

TOTAL WAGES FC : WEEK 5

FRIENDS OF THE UNIVERSITY OF ALABAMA



194

No. 266 Myrtice W. DeShazo  
NAME

24. 584

Σ 1405

**ΣΒΜ**

## CASE PRESENTATION

YIP T NO. 25

IN THE NAME OF THE LORD,

Giffell Bros

DATE 7-16-43

Sparks

9/10

EVIDENCE REPORTER

BY *Virginia Bickering*





(Testimony of Irvin B. Sparks.)

Mr. Nourse: All right. Mr. Esterman, the Examiner has made a suggestion that rather than put in these letters it be stipulated that both Gilfillan Brothers and the E.M.A. were notified, in writing, by the National Labor Relations Board, Twenty-first Region, February 27, 1943, that a petition had been filed with the Board by the International Association of Machinists, Lodge 311, A. F. of L., alleging that a question of representation had arisen concerning a unit consisting of the following employees of the company: All machinists, production and maintenance employees, excluding all other employees of the company.

Mr. Esterman: I will stipulate to that. [1266]

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MRS. MYRTLE M. VOLZ,

a witness called by and on behalf of the Respondent, having been previously duly sworn, was examined and testified further as follows:

Direct Examination

By Mr. Nourse:

Q. Mrs. Volz, you have handed me a document, consisting of four sheets, the first of which is headed "Gilfillan Applications" showing duplicates?

A. That is—— [1267]

Q. You mean that that shows where the authorization cards were duplicated by following applications? A. That is right.

Q. So that wherever there is an application on

(Testimony of Myrtle M. Volz.)

the same line with authorization they refer to the same person?      A. Yes, sir.

Q. And each date put down represents a person?

A. Yes, sir.

Q. On the second sheet, "Gilfillan Transfers", those show the number of employees in the Gilfillan plant or show the names of the persons in the Gilfillan plant who transferred from other A. F. of L. unions to your union during January and February of 1943?      A. Yes, sir.

Q. And all the persons who transferred?

A. Yes. [1268]

Q. The next sheet, which is headed "Authorization Cards No Applications" gives the number and date. Each date represents an application?

A. Yes, sir. Each date represents an authorization.

Q. An authorization, rather. These persons who are represented by these—I mean from those cards, these were taken, did not later make applications?      A. That is right.

Q. And the last one, the next sheet is the same but merely carrying that forward.

A. Yes, sir.

Q. And that is all.      A. That is all.

Mr. Nourse: If I said earlier that this only purported to cover January and February I am mistaken, because it goes down into May.

I now offer this in evidence.

Mr. Esterman: May I see it?

Mr. Nourse: You may.

Trial Examiner Schneider: As I understand it,

(Testimony of Myrtle M. Volz.)

Mrs. Volz, this is a corrected copy of Respondent's Exhibit 8, is that correct?

The Witness: Yes. [1269]

Q. (By Mr. Nourse): It is not only corrected, but it is an amplification.

A. Yes. I instructed the secretary of the office to go through all the files and make a copy of every application and authorization card that we have. There is also included in there the cards that are on exhibits. [1270]

Trial Examiner Schneider: Very well. Respondent's Exhibit 8 has not yet been introduced into evidence, according to my notes, so at this time it will be received, and Respondent's Exhibit 27 will also be received.

Mr. Esterman: That is satisfactory.

(Thereupon, the document referred to, heretofore marked for identification as Respondent's Exhibit 8, was received in evidence.)

(Thereupon, the document referred to was marked as Respondent's Exhibit No. 27 and was received in evidence.) [1272]

(Testimony of Myrtle M. Volz.)

## RESPONDENT'S EXHIBIT No. 27

Showing Duplicates

## GILFILLAN APPLICATIONS

| Application | Date  | Authorization      | Date  |
|-------------|-------|--------------------|-------|
| 2-25-43     | ..... | 2-                 | 6-43  |
| 2-26-43     | ..... | 1-                 | 28-43 |
| 4-16-43     | ..... | 1-                 | 15-43 |
| 2-17-43     | ..... |                    |       |
| 3-19-43     | ..... | 3-                 | 11-43 |
| 2-17-43     | ..... | 2-                 | 17-43 |
| 4-20-43     | ..... | 3-                 | 17-43 |
| 3-11-43     | ..... | 2-                 | 18-43 |
| 2-17-43     | ..... |                    |       |
| 2-17-43     | ..... | 2-                 | 4-43  |
| 2-17-43     | ..... | 2-                 | 8-43  |
| 2-17-43     | ..... | 2-                 | 4-43  |
| 2-19-43     | ..... | 2-                 | 4-43  |
| 2-17-43     | ..... | 2-                 | 13-43 |
| 2-17-43     | ..... | 2-                 | 16-43 |
| 2-17-43     | ..... | 2-                 | 4-43  |
| 2-17-43     | ..... |                    |       |
| 2-15-43     | ..... | 2-                 | 4-43  |
| 2-17-43     | ..... | 2-                 | 13-43 |
| 2-17-43     | ..... | 2-                 | 13-43 |
|             |       | <del>2-21-43</del> |       |
| 2-20-43     | ..... | 2-                 | 4-43  |
| 2-17-43     | ..... | 2-                 | 6-43  |
| 2-23-43     | ..... | 2-                 | 6-43  |
| 4-13-43     | ..... |                    |       |
| 4-14-43     | ..... |                    |       |
| 2-23-43     | ..... | 2-                 | 16-43 |
| 2-19-43     | ..... | 2-                 | 6-43  |
| 3-17-43     | ..... | 3-                 | 11-43 |
| 5- 1-43     | ..... |                    |       |
| 2-26-43     | ..... |                    |       |
| 2-18-43     | ..... | 2-                 | 4-43  |
| 2-18-43     | ..... | 2-                 | 2-43  |
| 2-28-43     | ..... | 2-                 | 4-43  |
| 2-18-43     | ..... | 2-                 | 4-43  |
| 2-19-43     | ..... | 2-                 | 19-43 |

(Testimony of Myrtle M. Volz.)

Gilfillan Applications—(Continued)

| Application Date | Authorization Date |
|------------------|--------------------|
| 2-23-43 .....    | 2- 6-43            |
| 2-19-43 .....    | 2- 4-43            |
| 2-17-43 .....    | 2-10-43            |
| 2-17-43 .....    | 2- 4-43            |
| 2-26-43 .....    | 2- 7-43            |
| 2-26-43 .....    | 2-10-43            |
| 2-28-43 .....    | 2- 4-43            |
| 2-26-43 .....    | 2- 4-43            |
| 2-17-43 .....    | 2-13-43            |
| 2-17-43 .....    | 2- 4-43            |
| 3- 3-43 .....    |                    |
| 2-17-43 .....    | 2-13-43            |

GILFILLAN TRANSFERS

|                      |         |
|----------------------|---------|
| Alice Taylor .....   | 2/23/43 |
| Donald Haag .....    | 2/17/43 |
| Floyd H. Moore ..... | 2/ 8/43 |

GILFILLAN AUTHORIZATION CARDS  
NO APPLICATIONS

| Date    | Date    | Date    |
|---------|---------|---------|
| 2-12-43 | 2-15-43 | 1-18-43 |
| 2-19-43 | 2- 8-43 | 1-12-43 |
| 2- 9-43 | 2-19-43 | 1-13-43 |
| 1-16-43 | 1-13-43 | 2-21-43 |
| 2-18-43 | 3-24-43 | 2-10-43 |
| 2-13-43 | 2-11-43 | 2- 9-43 |
| 1-14-43 | 2-13-43 | 1-15-43 |
| 2-10-43 | 1-13-43 | 2- 8-43 |
| 2-12-43 | 2-14-43 | 2-15-43 |
| 1-12-43 | 2- 6-43 | 7-17-43 |
| 2- 7-43 | 2-12-43 | 2-12-43 |
| 2-10-43 | 2- 6-43 | 2- 9-43 |
| 2- 6-43 | 2- 5-43 | 2-12-43 |
| 1-12-43 | 2-13-43 | 2-20-43 |
| 2-17-43 | 1-26-43 | 2- 4-43 |
| 1-13-43 | 2-12-43 | 2-12-43 |

(Testimony of Myrtle M. Volz.)

## Gilfillan Authorization Cards—No Applications—(Cont'd)

| Date    | Date    | Date    |
|---------|---------|---------|
| 2-12-43 | 2- 4-43 | 2-17-43 |
| 2-21-43 | 2-10-43 | 2- 6-43 |
| 1-13-43 | 2-10-43 | 1-16-43 |
| 2-10-43 | 1-12-43 | 2- 6-43 |
| 1-13-43 | 2- 6-43 | 2- 4-43 |
| 2- 9-43 | 1-12-43 | 2-13-43 |
| 1-14-43 | 2-12-43 | 2- 4-43 |
| 2- 4-43 | 1-22-43 | 1-12-43 |
| 2-11-43 | 2-10-43 | 1-14-43 |
| 1-12-43 | 2-15-43 | 1- 4-43 |
| 2- 4-43 | 2-12-43 | 2-18-43 |
| 1-28-43 | 1-12-43 | 2-13-43 |
| 2- 5-43 | 2- 8-43 |         |
| 2-12-43 | 2- 9-43 |         |

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HARLEY BUCKNELL,

recalled as a witness by and on behalf of the Respondent, having been previously duly sworn, was examined and testified as follows:

## Direct Examination

Q. (By Mr. Nourse) Mr. Bucknell, did you ever have a list to get up for the War Man Power Board, or the War Production Board?

A. I never heard of any list of any kind nor was the subject of the War Man Power Board brought up.

Q. Answer my question, please. Did you ever have a list? A. No.

Mr. Esterman: What is the War Man Power Board?

Mr. Nourse: I am just quoting to you his testimony. I don't know what it is. Do you?



(Testimony of Harley Bucknell.)

Trial Examiner Schneider: Will you indicate what it is?

Mr. Nourse: That is Page 202, the testimony of Mr. Hines.

Q. (By Mr. Nourse) Did you ever have any list that you used and asked any employee to sign?

A. Never any list of any sort or nature. I mean a list of no kind. [1280]

Q. Did you ever ask them to sign anything?

A. No, I did not.

Cross Examination

Q. (By Mr. Esterman) You remember testifying before that you took dues at the tool crib?

A. Oh, yes.

Q. You kept lists of people you collected from, didn't you? A. No, no promiscuous list.

Q. Just a minute. I want to be sure we are talking about the same thing. When I said list of people you collected from, did you know what I meant?

A. Well, they put me as a collector, but I was not. I only was a helper in that I only done a portion of the collecting.

Q. When a person came in and paid his or her dues—— A. Yes.

Q. ——didn't you usually sign for the 25 cents they gave you?

A. No, they had their card——

Q. (Interrupting) Didn't you? A. Yes.

Mr. Nourse: Wait a minute. He started to answer your question as to what he did then. I think

(Testimony of Harley Bucknell.)

the witness should be allowed to answer. [1281]

Trial Examiner Schneider: Had you finished your answer, Mr. Bucknell?

The Witness: No.

Trial Examiner Schneider: Go ahead.

The Witness: The dues, I just signed my name that I received the collection, and the date.

Q. (By Mr. Esterman) Signed where?

A. On the card.

Q. On the membership card? A. Yes.

Q. Now, who did you usually turn the dues in to? That is a bad sentence. Who did you usually give the dues money to?

A. When I first started to collect, if I remember, it was to Johnson. A very few times to Johnson, and the rest of the time to Red Lundberg.

Q. All right. And when you gave them the money, did you give them anything to indicate where you got the money from; that is, who paid you the dues?

A. Yes, we had a nice system. I just had a note paper, and when I turned over the money, they signed: Received so much money.

Q. All right. What did you have to indicate who paid you the dues? Suppose, for instance, that you had collected dues from ten people and you were turning it over to Johnson—I am trying to take a case of what must have happened at [1282] least once—and you wanted Johnson to know, of course, whose dues they were, didn't you?

A. They didn't ask me that, no.

(Testimony of Harley Bucknell.)

Q. But you wanted him to know, didn't you?

A. Yes.

Q. How did you give him that information—Did you tell him whose money it was?

A. No.

Q. How did you give him that information?

A. The main thing is I kept—the collections was made maybe over a period of three or four, several days, when I wouldn't see the parties until it just happened, you know.

Mr. Nourse: Mr. Bucknell, he asked you how you kept track of names of people who paid you dues. How did you keep track of it?

Mr. Esterman: That is right.

The Witness: I had no system of keeping track of it. I might add, for the reason——

Q. Just a minute, please. Look at Board's Exhibit 10. Do you remember testifying that except for the language on here, "Received 2-9-43 O. Lundberg" that the rest of this was in your hand-writing; do you remember so testifying?

A. Well, if you will remind me what it was before, where this is any importance to that at all.

Q. Just a minute. [1283]

Mr. Nourse: Mr. Bucknell, is that in your hand-writing?

The Witness: That's right, that is my hand-writing. [1284]

Q. You did make up lists—now, wait until I finish asking the question—You did make up lists of E.M.A. members either for the purpose of show-

(Testimony of Harley Bucknell.)

ing that they had paid you dues or to remind you to collect from them, is that right?

A. To remind me to collect from them, yes.

Q. You did make such lists? A. Yes.

Q. And you made those out in the tool crib?

A. I don't know. I don't remember making up any lists. [1287]

Trial Examiner Schneider: I would like to state this: That in order to avoid any possible ambiguity in the record, the election which was held in May, 1937, which is referred to in the stipulation on Page 618, of the record, was arranged by the consent of all parties and was not an election directed after the formal hearing by the Board. The only purpose I make that for is——

Mr. Nourse: (Interrupting) Yes, but it was after a petition had been filed by the C.I.O.

Trial Examiner Schneider: Oh, yes, that appears in the stipulation.

Mr. Nourse: I didn't know how far you were modifying [1290] the stipulation.

Trial Examiner Schneider: I am not modifying the stipulation. [1291]

[Endorsed]: No. 10688. United States Circuit Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Gilfillan Bros., Inc., Respondent. Transcript of Record. Upon Petition for Enforcement of an Order of the National Labor Relations Board.

Filed February 21, 1944.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

